

# Solicitation Document

Title : **Furniture**

Solicitation Number : **3QSA-JB-10001-B**

Refresh Number : **8**

Created on January 28, 2013

## COVER PAGE

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**Begin Regulation**

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**CP-FSS-1-C (MAY 2000)**

Solicitation No. 3QSA-JB-100001-B Refresh 8

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP 71 PART n/a SECTION n/a

COMMODITY: Furniture

FSC CLASS(ES)/PRODUCT CODE(S): 71

(b) **STANDARD INDUSTRY GROUP:** 337214 (naics)

SERVICE: 7110

SERVICE CODE(S): 7110

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION  
CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

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**Begin Regulation**

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**CP-FSS-18 NEW SCHEDULE PERIODS (NOV 1997)**

Effective immediately, this Federal Supply Schedule will no longer have a prescribed beginning and ending date. The schedule period will be continuous, and will contain contracts with contract periods that commence on the date of award (DOA) and expire in five years (exclusion of any options) from the DOA. In addition, Multiple Award Schedule solicitations will become "standing" opportunities for new offers. Unless otherwise noted in the solicitation, new offers may be forwarded at any time. Finally, the Government will award contracts for identical brand name items when offers are determined to be fair and reasonable to the Government.

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**Begin Regulation**

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**CP-FSS-19 PRICING (DEC 1998)**

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

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**Begin Regulation**

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**CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)**

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

**The deleted regulations(s) from previous refresh are listed below**

Number	Title	Clause/Provision
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552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I - MAY 2003)	Clause
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (DEVIATION I - MAY 2003)	Clause

**The added regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALTERNATE IV - OCT 2010)	Provision
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
SCP-FSS-001	GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (FEB 2012) (ALTERNATE I -- DEC 2010)	Provision
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)	Clause
52.232-99	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)	Clause

**The updated regulation(s) in new refresh are listed below**

Number	Title	Clause/Provision
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)	Clause
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN -- REPRESENTATION AND CERTIFICATIONS (DEC 2012)	Provision
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)	Clause
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (DEC 2012)	Provision
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (NOV 2012) (ALTERNATE II -- JUL 2012)	Clause
52.225-5	TRADE AGREEMENTS (NOV 2012)	Clause

**The added SINS in new refresh are listed below**

SIN #	SIN Title	Total Sales in \$
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**The deleted SINS in new refresh are listed below**

<b>SIN #</b>	<b>SIN Title</b>	<b>Total Sales in \$</b>
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**Begin Regulation**

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**CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)**

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: FAS/3QSA  
2200 Crystal Drive, Suite 400  
Arlington, VA 22202

or

Phone 703-605-9300.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

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**Begin Regulation**

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**CP-FSS-6 ELECTRONIC DATA INTERCHANGE (EDI) ORDERING (JAN 1994)**

Offerors are advised that the Federal Supply Service is expanding use of electronic communications to exchange business documents. The Placement of Orders clause contained in this contract provides that orders may be placed using Electronic Data Interchange (EDI) procedures.

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**Begin Regulation**

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**SCP-FSS-001 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS (FEB 2012) (ALTERNATE I—DEC 2010)**

- (a) Read the entire solicitation document prior to preparation of your offer.
- (b) All information provided by the offeror shall be current concise, specific, and complete, and shall demonstrate a thorough understanding of the requirements described in the Statement of Work in Part I. By signing the offer, the offeror attests to the fact that there have been no changes to the text of this solicitation, unless otherwise stated.
- (c) All offers must include the following. Omission of any section or substantial deficiencies within any section will result in rejection of the offer.
  - (1) Section I *Administrative/Contract Data*
  - (2) Section II *Technical Proposal*
  - (3) Section III *Price Proposal*
- (d) Offers will be rejected if they do not meet all of the following criteria:

- (1) Submit "Pathway to Success" training certificate.
  - (2) Complete, sign, and submit mandatory "Readiness Assessment".
  - (3) If a consultant or an agent, other than an employee of the company, is being used during or after award, submit an agent authorization letter.
  - (4) Submit a completed Vendor Response Document (Vendor Information document if submitting an eOffer).
  - (5) The offeror currently has an up to date registration in Central Contractor Registry (CCR).
  - (6) The offeror has completed the Online Representations and Certifications Application (ORCA) in its entirety. The information is current, accurate, and complete, and reflects the North American Industrial Classification System (NAICS) code(s) for this solicitation.
  - (7) Submit a completed Open Ratings, Inc. (ORI) Past Performance Evaluation and Order Form (references).
  - (8) Submit a completed Commercial Sales Practices (CSP) Format.
  - (9) Submit a complete Small Business Subcontracting Plan, as applicable.
- (e) *Withdrawal of Offer:* An offeror may withdraw its offer at any time prior to award by submitting a written withdrawal request to the GSA Contract Specialist evaluating the offer. If the offer is withdrawn, it can be resubmitted as a new offer at a later date.
- (f) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).

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**Begin Regulation**

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**SCP-FSS-002 SPECIFIC PROPOSAL SUBMISSION  
INSTRUCTIONS (FEB 2012) (ALTERNATE I—DEC 2010)**

(a) Section I *Administrative/Contract Data:*

- (1) Offeror must submit a copy of the certificate signifying that one of its current employees, who is an authorized negotiator for this offer, has completed the "Pathway to Success" training within the past year. "Pathway to Success" training is available through the Vendor Support Center website at <http://vsc.gsa.gov>. Click on the tab "Vendor Training" to access this free, web based training. The training session is less than two hours total and covers the major factors your organization should consider prior to submitting an offer to GSA.
- (2) Complete, sign, and submit mandatory "Readiness Assessment". Offeror must submit a copy of the "Readiness Assessment" signifying that one of its current officers who are authorized to commit the organization, has completed the "Readiness Assessment" within the past year. The "Readiness Assessment" is available through the Vendor Support Center website at <http://vsc.gsa.gov>. Click on the tab "Toolbox" to access this free assessment. The mandatory "Readiness Assessment" covers the major factors your organization should consider prior to submitting an offer to GSA.
- (3) Electronic submission of offers via eOffer is mandatory via <http://eOffer.gsa.gov>, unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>).
  - (i) It is NOT necessary to submit a signed copy of the SF1449 or other signatures that may be required in the solicitation document because a digital certificate is required to submit an eOffer. Completing an eOffer through the eOffer system will constitute a signature wherever signature is required in this solicitation regardless of whether or not

an electronic signature is present on the document requiring a signature. The offer must include the SF1449, the Vendor Information document (fill-in responses to the Vendor Response Document, GSA required attachments, and offeror's "optional" attachments (defined as any other information submitted by the offeror, not already a part of the requirements and instructions defined by the Government).

- (4) If a consultant is being used during or after award, submit an agent authorization letter. See separate FedBizOpps document for a sample letter.
- (5) Offeror shall provide a complete copy of its current CCR and ORCA which includes applicable NAICS codes for services/products offered.
- (6) Offeror shall provide a copy of any cancellation and/or rejection notice(s) your firm has received in the preceding two years from any previous GSA Schedule contracts or proposals.
- (7) Offeror shall provide the contract number(s) and price lists of any other GSA Schedule contract(s).
- (8) Offeror shall identify any pending offers under other GSA Schedules including the name and phone number of the contract specialist evaluating the offer.
- (9) Offeror should not submit clauses Incorporated by Reference (IBR) document, which is the full text of all the clauses incorporated by reference.
- (10) Unless otherwise requested, offerors should not submit brochures, newsletters, or other marketing materials.
- (11) Elaborate artwork, expensive paper and bindings, and visual or other presentation aids are discouraged.
- (12) Provide a copy of offeror's most current, complete, audited (if available) two years of financial statements (at a minimum, balance sheets and income statements). GSA uses balance sheet and income statement information to determine financial responsibility. NOTE: Do NOT submit tax returns. Provide an explanation for any negative financial information disclosed, including negative equity or income. You may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available.
- (13) Small Business Subcontracting Plan, if applicable The offeror shall prepare and submit a Small Business Subcontracting Plan if, pursuant to the applicable NAICS codes and size standards, it is determined to be other than a small business concern for purposes of this solicitation. Failure to submit a Small Business Subcontracting Plan when required will result in the rejection of your proposal. Large businesses, nonprofit organizations and educational institutions are advised of the requirement to submit a Small Business Subcontracting Plan (see Clause 552.219-72, incorporated by reference). The Government will review each plan to assure it is consistent with the provisions of this clause. Subcontracting plans are subject to negotiations along with the terms and conditions of any contract resulting from this solicitation. The offeror's subcontracting plan must be approved by the Contracting Officer prior to award. A sample outline that may be used in preparing a subcontracting plan is included as a separate FedBizOpps document (ref. FAR 19.702).

GSA's subcontracting goals for Fiscal Year 2012-13 are:	
Category of Small Business	Goal % of Total Subcontracting Dollars
Small Business (total of all types)	25%
HUBZone	3%
Small Disadvantaged	5%

Women Owned	5%
Veteran Owned	3%
Service Disabled Veteran Owned	3%

(b) Section II *Technical Proposal*: The technical proposal is comprised of four factors Factor One (Corporate Experience), Factor Two (Relevant Project Experience), Factor Three (Past Performance) and Factor Four (Quality Control). All offers shall address these factors as instructed below. If the offeror is proposing multiple Special Item Numbers (SINs), they shall clearly identify each SIN with the corresponding technical information. Please provide a narrative for each of the following sections to demonstrate your company's capabilities in satisfying ALL underlying requirements listed below.

(1) Factor One Corporate Experience: Submit a two page (maximum) narrative describing the company's corporate experience in all services provided under this Schedule, regardless of the number of SINs being offered. Your company must have provided the type of professional services under this schedule to either a Government or Commercial entity for a minimum of two years. At a minimum, your narrative must include the following:

- (i) Organization's number of years of corporate experience in the services described in Part I of this solicitation.
- (ii) Organization's size, experience in the field, and resources available to enable the offeror to fulfill requirements.
- (iii) Brief history of the organization's activities contributing to the development of expertise and capabilities related to this requirement.
- (iv) Information that demonstrates the offeror's organizational and accounting controls and manpower presently in house or the ability to acquire the type and kinds of personnel proposed.
- (v) Describe/identify how you intend to market services to federal clients.
- (vi) Discuss the use of subcontractors. If applicable, a letter of commitment is required to cover the term of the contract.

(2) Factor Two *Relevant Project Experience*:

- (i) For each service SIN offered, the offeror must provide descriptions of two (2) projects. Each description must state the SIN to which it applies, and identify the specific services being proposed for that SIN.
- (ii) The projects must either have been completed within the last two years or be ongoing. For ongoing contracts with a base year and option years, at a minimum, the base year must have been completed; for multiyear task orders, at a minimum, the first year must have been completed.
- (iii) The offeror must demonstrate that the tasks performed are of a similar complexity to the work solicited under each SIN. The offeror may provide the same project for more than one SIN as long as the description identifies which specific work relates to each SIN. All examples of completed services must have been found to be acceptable by the client. Project descriptions shall not exceed four (4) pages per project.
- (iv) Each project description shall include the following customer reference information:
  - (A) Customer/Client Name
  - (B) Project Name/Contract Number

- (C) Customer Point of Contact for Project
- (D) POC's phone number and email
- (E) Project performance period (include months/years)
- (F) Dollar value of the entire project
- (G) Dollar value received for the work performed relevant to the SIN offered
- (H) Brief summary of the project as a whole (background, purpose, etc.)
- (I) A copy of the Statement of Work for the project; this does not count against the limitation of four pages per project.

(v) As applicable, each project description shall include a narrative account of the work performed that addresses the following elements:

- (A) Detailed description of SIN relevant work performed and results achieved
- (B) Methodology, tools, and/or processes utilized in performing the work
- (C) Demonstration of compliance with any applicable laws, regulations, Executive Orders, OMB Circulars, professional standards, etc.
- (D) Project schedule (i.e., major milestones, tasks, deliverables), including an explanation of any delays
- (E) How the work performed is similar in scope and complexity to that described in the Statement of Work (Part I of this solicitation)
- (F) Demonstration of specific experience and/or special qualifications detailed in the Statement of Work (Part I of this solicitation)

(vi) Substitution For Relevant Project Experience: If project experience does not exist, the offeror may substitute relevant projects of predecessor companies or key personnel that will be performing major aspects of the work. If the offeror chooses to make such a substitution, the narratives must clearly identify the entity or personnel that performed the services, and include all elements of (b)(2)(v) of this provision.

(3) Factor Three *Past Performance*: The offeror shall order and obtain a Past Performance Evaluation from Open Ratings, Inc. (ORI). See separate FedBizOpps document. Offerors are responsible for payment to ORI for the Past Performance Evaluation.

(i) Past Performance Evaluations are valid for a period of one year from date of issuance by ORI. The submission of an evaluation issued more than one year prior to the date of proposal submission will result in rejection of the proposal.

(ii) The offeror shall submit one (1) copy of the completed Past Performance Evaluation and one (1) copy of the order form (including information on up to 20 customer references) with its proposal. Failure to submit the order form and the completed evaluation with the offer will result in rejection of the proposal. A "customer reference" is defined as a person or company that has purchased services from your firm.

(iii) Offeror is advised to use references from projects involving services related to this solicitation and/or those performed under the appropriate NAICS code(s) related to services offered. If these references were not provided to ORI, please explain why.

(iv) The offeror shall address any negative feedback contained in the ORI report. Explain what actions your firm has taken to minimize the problems that resulted in negative feedback.

(4) Factor Four *Quality Control*: Submit one narrative regardless of the number of SINs offered, not to exceed two (2) pages, addressing each of the following items to demonstrate your firm's capabilities in satisfying ALL underlying requirements listed below.

(i) Describe the internal review procedures which facilitate high quality standards in the organization.

- (ii) Identify the individuals who will directly supervise or review projects specifically regarding quality control.
- (iii) State whether or not subcontractors are used and, if subcontractors are used, describe the quality control measures the offeror uses to ensure acceptable subcontractor performance.
- (iv) Describe how your firm handles potential problem areas and solutions.
- (v) Describe the procedures for insuring quality performance while meeting urgent requirements.
- (vi) Identify the strategies your firm will implement to manage and complete multiple projects for multiple agencies simultaneously.

(c) Section III *Price Proposal*:

(1) GSA's pricing goal: Obtain equal to or better than the Most Favored Customer (MFC) pricing with the same or similar terms and conditions. The U.S. Government Accountability Office has specifically recommended that "the price analysis GSA does to establish the Government's MAS negotiation objective should start with the best discount given to any of the vendor's customers." GSA seeks to obtain the offeror's best price based on its evaluation of discounts, terms, conditions, and concessions offered to commercial customers. If the MFC is a Federal agency, but sales exist to commercial clients, identify which, if any, of the commercial clients obtain the best price. This will allow the Government to establish a "basis for award" customer in accordance with the Price Reductions Clause 552.238-75, paragraph (a). The prices submitted represent fully burdened rates inclusive of all cost factors (e.g., direct labor, in direct labor, G&A, profit, and IFF).

(2) The offeror shall propose a pricing structure consistent with its commercial practices and provide supporting documentation (See paragraph (12) below). Pricing shall be submitted and clearly identified as being based either on a "Commercial Price List" or on "Commercial Market Price," as defined in FAR 2.101 ("Catalog Price" and "Market Prices" under the definition of "Commercial Item"). Submit an electronic copy of the proposed pricing.

(i) As part of the Price Proposal: Offeror shall outline all services being proposed. At a minimum, the offeror should provide the following information:

- (A) SIN(s) proposed
- (B) Service/Product proposed
- (C) MFC/Best commercial customer
- (D) MFC/Best commercial customer price
- (E) Discount % offered to MFC/Best commercial customer
- (F) Discount % offered to GSA
- (G) Prices offered to GSA (excluding IFF)
- (H) Prices offered to GSA (including IFF)

(3) When training courses are offered, pricing will include the following information:

- (i) (A) Title and brief description of the course, including major course objectives
- (B) Length of course (number of hours/days)
- (C) Minimum/Maximum number of participants
- (D) Price for additional students above minimum (if applicable)
- (E) Support materials provided as part of the course (e.g., training manuals, CDs, DVDs)
- (F) Commercial price of course ("N/A" if offering market based prices)

(G) Discount % offered to GSA ("N/A" if offering market based prices)

(H) Price of course offered to GSA (excluding IFF)

(I) Price of course offered to GSA (including IFF)

(ii) Note: These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSA *Advantage!*<sup>®</sup>. Submit an electronic copy of the description of each course offered.

(4) The offeror may propose separate rates for "domestic" and "overseas" services based on the application of variations in their indirect costs, depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which are considered "domestic" rates and which are considered "overseas" rates.

(5) The offeror may propose separate rates for "customer facility" and "contractor facility" (also known as "offsite/onsite"), based on the application of variations in its indirect costs depending upon where the services are performed. Two sets of rates are not required. In the event two sets of rates are offered, the offeror must identify which is for work at the "customer facility" (i.e., the ordering activity/agency) and which is for work at the "contractor facility."

(6) Offeror is required to include a 0.75% Industrial Funding Fee (IFF) in the prices submitted with their offer (See contract clause 552.23874, Industrial Funding Fee and Sales Reporting). The fee will be included in the awarded prices and reflected in the total amount charged to ordering activities.

(7) (i) When pricing is based on a Commercial Price List (CPL), submit two copies of the company's current dated CPL/Standard Rate Sheet (this is a standalone document that was not prepared for this solicitation). Submit proposals for the base year only. Pricing based on the CPL are subject to the Economic Price Adjustment Clause at 552.21670.

OR

(ii) Pricing based on Commercial Market Prices are subject to the Economic Price Adjustment Clause, I-FSS-969. If offering market pricing in accordance with Clause I-FSS-969, the offeror must propose a fixed rate of escalation or identify an economic indicator such as the Bureau of Labor Statistics Employment Cost Index.

(8) For each proposed labor category, the offeror shall provide a detailed position description. Position descriptions must include functional responsibilities, minimum years of experience, minimum educational/degree requirements, and any applicable training or certification requirements. If it is the firm's standard commercial practice to substitute experience for education, explain the methodology in use (e.g., five years experience equates to a BA/BS degree). These descriptions will become part of the GSA Authorized Price List if a contract is awarded, and must be posted on GSA *Advantage!*<sup>®</sup>. Submit an electronic copy of the labor category descriptions and minimum education and minimum experience requirements for each labor category.

(9) Travel will be handled in accordance with clause C-FSS-370. Costs for transportation, lodging, meals and incidental expenses incurred by the contractor are allowable subject to the limitations contained in the Federal Travel Regulations and/or Joint Travel Regulations. They should not be included in the offered prices and will be considered at the task order level.

(10) The Commercial Sales Practices Format (CSP) must be completed in accordance with the Commercial Sales Practices Instructions, demonstrating comparative pricing with your best customer(s). A general explanation of the circumstances and frequency of deviations from your standard commercial practices is required [see Clause 552.212-70, Preparation of Offer (Multiple Awards Schedule)]. A separate CSP must be completed for each pricing structure proposed. Provide a rationale for the estimated GSA contract annual sales (CSP).

(11) The offeror shall include a detailed narrative containing sufficient information for each of the services/products offered to enable the Contracting Officer to determine that offered prices are fair and reasonable. For example, if a price offered to GSA is not equal to or better than the price

offered to the firm's designated Most Favored Customer, the narrative must fully explain the offeror's rationale for proposing such a rate that will enable the Contracting Officer to determine the rate fair and reasonable. Any deviation from an offeror's commercial sales practices must be explained, including the circumstances surrounding and frequency of the deviations.

(12) The offeror must provide supporting pricing documentation for EACH proposed service/product (e.g. each labor category, percentage based fee, etc.). Supporting pricing documentation may consist of copies of invoices, contracts, quote sheets, etc. and MUST be included in the Offer. There must be a clear and relevant relationship between the supporting document and the proposed price it is meant to substantiate. Each supporting document must be labeled with the name of the corresponding proposed labor category, service, etc.

(13) If offering professional services (as defined by 29 CFR 541), offeror MUST submit a Professional Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract in accordance with Clause 52.222-46 Evaluation of Compensation for Professional Employees. Individual compensation disclosure is not required. Submission of general compensation practices often printed in an employee handbook is sufficient.

(14) If offering professional or technical services, submit a copy of the offeror's policy that addresses uncompensated overtime in accordance with Clause 52.237-10 Identification of Uncompensated Overtime.

(15) Repair and Alterations (R&A): Applicable to the solicitation 3QSA-JB-100001-B, Refresh #6: Information for offering R&A is located in PART I. Clauses specific to R&A are located in a separate FedBizOpps document.

(16) Service Contract Act: Applicable to this-solicitation (Service Contract Act 52.222-41, and related clauses 52.222-42, 52.222-43, and 52.222-49)

(i) The Service Contract Act (SCA) applies to all nonprofessional services to be provided under this schedule except for any pricing offered for service outside of the United States. The SINs to which the SCA applies are identified elsewhere in the solicitation. The SCA index of applicable wage determinations for this solicitation and resultant contract are shown in FedBizOpps document "SCA Index of Wage Determinations." The full text version of each wage determination can be viewed at [www.wdol.gov](http://www.wdol.gov). Some of the proposed labor categories may be subject to the SCA (usually nonprofessional categories). As such, it is important that the offeror verifies that its proposed base rates and fringe benefit rates for these labor categories meet or exceed the SCA wage determination rates and fringe benefits for the areas where the offeror expects to perform the majority of work under the contract.

(ii) A contract must meet only the base rate and fringe benefit rate requirements in the SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Contract. The WD Revision Number in the GSA contract takes precedence over any WD Revision Number an agency incorporates into an RFQ at the Task Order Level. Contractor cannot increase its GSA contract prices at the Task Order Level as a result of accepting a WD Revision Number at the Task Order Level that differs from the WD Revision Number currently incorporated to the Contractor's GSA contract.

(iii) Identify the SCA wage determination(s), including determination number, revision date, state and counties that were used to determine that the rates offered are in compliance. The revision numbers of the wage determinations listed in the solicitation index of wage determinations should be used in the comparisons.

See the sample below for how labor categories subject to the SCA are to be submitted as part of the GSA proposal. Labor category titles and rates are shown for example purposes only.

Labor categories	Hourly Rate
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Principal	\$100.00
Engineer	\$80.00
Secretary**	\$20.00
Scientist	\$80.00
Driver**	\$25.00
Engineering Technician**	\$26.00
Administrative Assistant**	\$18.00
<p>**Indicates SCA eligible categories. See the SCA Matrix following the price list for additional information regarding these labor categories.</p>	

(iv) The following paragraph is meant to be instructive and NOT to be copied as part of the proposed GSA price list.

For all the identified SCA eligible labor categories, map the SCA equivalent labor category title (titles/descriptions available at <http://www.wdol.gov>. Click on the "library" link, then download the SCA Directory of Occupations, 5<sup>th</sup> Edition). Also identify the WD# that the labor categories in your offer are predicated on. Note that the applicable revision number for any Wage Determination number is the revision number identified in the solicitation index of wage determinations.

(v) Utilize the following spreadsheet format (labor categories shown are for example purposes):

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Secretary	01115 General Clerk I	052059
Driver	31361 Truck driver, Light Truck	052059
Engineering Technician	29081 Engineering Technician I	052059
Administrative Assistant	01011 Accounting Clerk I	052059

(vi) Insert the following language below the above SCA matrix and insert both (matrix and language) at the end of the proposed GSA price list.

"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (\*\*) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in

lower wages being paid, the task order prices will be discounted accordingly."

(vii) (A) There are three methods for determining price adjustments of Service Contract Act (SCA) eligible labor categories ONLY. The offeror will be required to select one method for the life of the contract.

(1) Method 1: Price Adjustment for the base contract period and all options exercised shall be in accordance with clause 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts). When a modification is issued to all contract holders incorporating a revised index of wage determinations, contractors shall notify the Contracting Officer of any increase/decrease claimed under clause 52.222-43 within 30 calendar days after receipt of the modification.

(2) Method 2: An escalation method is negotiated prior to award in accordance with the clause I-FSS-969, Economic Price Adjustment FSS Multiple Award Schedule, utilizing any of the methods available in the solicitation under that clause.

(3) Method 3: When the offered prices are based upon a commercial price list, then only revisions in the commercial price list will enable the contractor to revise prices. They will only be allowed increases in accordance with clause 52.216-70, Economic Price Adjustment FSS Multiple Award Schedule Contracts.

(B) Regardless of the method used, contractor must ensure that within 30 calendar days after the effective date of any modification to revise pricing based on changes in the applicable wage determination(s), the electronic catalog is updated on GSA Advantage!®.

(viii) Note 1: The contractor will not automatically be allowed an increase in prices based solely on new wage determinations.

(ix) Note 2: Reference Code of Federal Regulations, Title 29, Labor, Subtitle A Office of the Secretary of Labor, Part 4 Labor Standards for Federal Service Contracts, Subpart D Compensation Standards, paragraph 4.161 Minimum monetary wages under contracts exceeding \$2,500, which states: "No change in the obligation of the contractor or subcontractor with respect to minimum monetary wages will result from the mere fact that higher or lower wage rates may be determined to be prevailing for such employees in the locality after the award and before completion of the contract."

(x) Note 3: Offerors seeking an award under any SINS for Professional Engineering Services for fire protection engineering services must ensure that examples of relevant experience include the scope of work contained in the SIN. Design or construction work experience related to fire protection or fire protection engineering services is not allowed. Offerors are encouraged to read the Fire Protection Guide available at [www.gsa.gov/pes](http://www.gsa.gov/pes) prior to submitting an offer to ensure a full understanding of the range and scope of fire protection engineering services allowed.

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### Begin Regulation

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### 552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (MAR 2012)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a

creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

## TABLE OF CONTENTS

*Please click on an item in Table of Contents below to go to the respective location within this document.*

<b>Part I - GOODS &amp; SERVICES.....</b>	<b>1</b>
<i>SIN Group -- Class 5-A Armory Door _ Design B _ No exterior hardware.....</i>	<i>1</i>
<i>SIN Group -- Class 5-A Armory Door _ Design S _ Single Lock.....</i>	<i>2</i>
<i>SIN Group -- Class 5-B Ballistic Door _ Design B - No exterior hardware.....</i>	<i>4</i>
<i>SIN Group -- Class 5-B Ballistic Door _ Design S - Single Lock.....</i>	<i>5</i>
<i>SIN Group -- Class 5-V Vault Door _ Design B - No exterior hardware.....</i>	<i>7</i>
<i>SIN Group -- Class 5-V Vault Door _ Design S - Single Lock.....</i>	<i>8</i>
<i>SIN Group -- Filing and Storage AA -F0363D Class 5 Type II Size IV-28-1/2"Hx23-1/4"Wx24"D.....</i>	<i>10</i>
<i>SIN Group -- Filing and Storage AA -F0363D Class 6 Type II Size I - 57-1/2"Hx22"Wx38"D.....</i>	<i>11</i>
<i>SIN Group -- Filing and Storage AA-F0363D Class 5 Type II Size I-51-1/4"Hx22"Wx39"D.....</i>	<i>12</i>
<i>SIN Group -- Household &amp; Quarters Furniture.....</i>	<i>13</i>
<i>SIN Group -- Map &amp; Plan Filing Cabinets and Weapons Storage.....</i>	<i>18</i>
<i>SIN Group -- Modular Vault Systems - GSA Approved.....</i>	<i>19</i>
<i>SIN Group -- Office Furniture.....</i>	<i>20</i>
<i>SIN Group -- Packaged Rooms.....</i>	<i>31</i>
<i>SIN Group -- Safe and Vault Systems, Commercial.....</i>	<i>34</i>
<i>SIN Group -- Security Equipment Accessories.....</i>	<i>37</i>
<i>SIN Group -- Security Equipment New Items &amp; International Products.....</i>	<i>38</i>
<i>SIN Group -- Security Products Miscellaneous.....</i>	<i>39</i>
<i>SIN Group -- Security/Filing Cabinet, Dual Lock.....</i>	<i>40</i>
<i>SIN Group -- Special Use Furniture.....</i>	<i>41</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 5 Size I - 2 drawer, legal size.....</i>	<i>51</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 5 Size III - 4 drawer Legal Size.....</i>	<i>52</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size I - 2 drawer Design ML.....</i>	<i>53</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size I - 2 drawer Legal size.....</i>	<i>54</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size II - 4 drawer Letter size.....</i>	<i>55</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size III - 4 drawer Legal Size.....</i>	<i>56</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size IV - 5 drawer Design ML.....</i>	<i>57</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size IV - 5 drawer Letter size.....</i>	<i>58</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size V - 5 drawer Design ML.....</i>	<i>59</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size V - 5 drawer Legal size.....</i>	<i>60</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size VI - 2 drawer Special size.....</i>	<i>61</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size VII - 1 drawer Special size.....</i>	<i>62</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size VIII - 1 drawer Design DL.....</i>	<i>64</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size VIII - 1 drawer Special size.....</i>	<i>65</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size X - 2 drawer Caster Base.....</i>	<i>66</i>
<i>SIN Group -- Steel, Legal and Letter Size AA-F-358H Class 6 Size X - 2 drawer Letter size.....</i>	<i>67</i>
<b>Part II - CONTRACT TERMS AND CONDITIONS.....</b>	<b>69</b>
<i>52.203-15 -- WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010).....</i>	<i>69</i>
<i>52.204-11 -- AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (JUL 2010).....</i>	<i>69</i>
<i>52.209-1 -- QUALIFICATION REQUIREMENTS (FEB 1995).....</i>	<i>71</i>
<i>52.212-4 -- CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012) (DEVIATION I -- FEB 2007).....</i>	<i>72</i>
<i>52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (NOV 2012) (ALTERNATE II -- JUL 2012).....</i>	<i>76</i>
<i>52.216-18 -- ORDERING (OCT 1995) (DEVIATION II - FEB 2007).....</i>	<i>79</i>
<i>52.216-19 -- ORDER LIMITATIONS (OCT 1995) (DEVIATION II - FEB 2007).....</i>	<i>80</i>
<i>52.216-22 -- INDEFINITE QUANTITY (OCT 1995) (DEVIATION I - JAN 1994).....</i>	<i>80</i>

52.223-11 -- OZONE-DEPLETING SUBSTANCES (MAY 2001).....	81
52.223-3 -- HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I - JUL 1995).....	81
52.223-7 -- NOTICE OF RADIOACTIVE MATERIALS (JAN 1997).....	83
52.232-99 -- PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012).....	83
52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	84
552.211-15 -- DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS (SEP 2004).....	86
552.211-75 -- PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003).....	86
552.211-77 -- PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003).....	87
552.211-78 -- COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996).....	87
552.212-71 -- CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003).....	88
552.212-72 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003).....	89
552.216-70 -- ECONOMIC PRICE ADJUSTMENT -- FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I - SEP 1999).....	89
552.216-72 -- PLACEMENT OF ORDERS (AUG 2010).....	90
552.238-76 -- DEFINITION (FEDERAL SUPPLY SCHEDULES) -- RECOVERY PURCHASING (FEB 2007).....	91
552.238-78 -- SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008) (ALTERNATE I -- FEB 2007).....	91
552.238-80 -- USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES -- RECOVERY PURCHASING (FEB 2007).....	93
552.246-77 -- ADDITIONAL CONTRACT WARRANTY PROVISIONS FOR SUPPLIES OF A NONCOMPLEX NATURE (JUL 2009).....	94
C-FSS-370 -- CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003).....	95
C-FSS-411 -- FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992).....	96
C-FSS-425 -- WORKMANSHIP (OCT 1988).....	96
C-FSS-427 -- ANSI STANDARDS (JUL 1991).....	97
C-FSS-439 -- ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (APR 1996).....	97
CI-FSS-002 -- SUBMISSION OF OFFERS -- ADDITIONAL INSTRUCTIONS (MAR 1996).....	97
CI-FSS-056 -- FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010).....	98
D-FSS-440 -- PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997).....	98
D-FSS-447 -- SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN 1992).....	99
D-FSS-456 -- PACKAGING AND PACKING (APR 1984).....	99
E-FSS-521-D -- INSPECTION (MAY 2000).....	100
E-FSS-522 -- INSPECTION AT DESTINATION (MAR 1996).....	100
F-FSS-202-F -- DELIVERY PRICES (APR 1984).....	100
F-FSS-202-G -- DELIVERY PRICES (JAN 1994).....	101
F-FSS-230 -- DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994).....	102
F-FSS-244-B -- ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000).....	102
F-FSS-736-A -- EXPORT TRAFFIC RELEASE (OCT 1988).....	103
F-FSS-772 -- CARLOAD SHIPMENTS (APR 1984).....	103
G-FSS-900-C -- CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003).....	103
G-FSS-906 -- VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999).....	104
G-FSS-907 -- ORDER ACKNOWLEDGEMENT (APR 1984).....	104
G-FSS-910 -- DELIVERIES BEYOND THE CONTRACTUAL PERIOD-PLACING OF ORDERS (OCT 1988).....	105
I-FSS-103 -- SCOPE OF CONTRACT WORLDWIDE (JUL 2002).....	105
I-FSS-106 -- GUARANTEED MINIMUM (JUL 2003).....	106

<i>I-FSS-108 -- CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)</i> .....	106
<i>I-FSS-109 -- ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)</i> .....	106
<i>I-FSS-140-B -- URGENT REQUIREMENTS (JAN 1994)</i> .....	107
<i>I-FSS-163 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)</i> .....	107
<i>I-FSS-40 -- CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)</i> .....	107
<i>I-FSS-50 -- PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)</i> .....	108
<i>I-FSS-546 -- GUARANTEE (APR 1984)</i> .....	108
<i>I-FSS-594 -- PARTS AND SERVICE (OCT 1988)</i> .....	108
<i>I-FSS-597 -- GSA ADVANTAGE! (SEP 2000)</i> .....	109
<i>I-FSS-599 -- ELECTRONIC COMMERCE--FACNET (SEP 2006)</i> .....	109
<i>I-FSS-60 -- PERFORMANCE INCENTIVES (APR 2000)</i> .....	111
<i>I-FSS-600 -- CONTRACT PRICE LISTS (JUL 2004)</i> .....	111
<i>I-FSS-639 -- CONTRACT SALES CRITERIA (MAR 2002)</i> .....	115
<i>I-FSS-644 -- DEALERS AND SUPPLIERS (OCT 1988)</i> .....	115
<i>I-FSS-646 -- BLANKET PURCHASE AGREEMENTS (MAY 2000)</i> .....	115
<i>I-FSS-680 -- DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)</i> .....	115
<i>I-FSS-854 -- SPARE PARTS KIT (APR 1984)</i> .....	115
<i>I-FSS-965 -- INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)</i> .....	116
<i>I-FSS-969 -- ECONOMIC PRICE ADJUSTMENT-FSS MULTIPLE AWARD SCHEDULE (JAN 2002)</i> .....	116
<b>Part III - VENDOR INSTRUCTIONS</b> .....	<b>119</b>
<i>52.209-5 -- CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)</i> .....	119
<i>52.209-7 -- INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)</i> .....	120
<i>52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012)</i> .....	122
<i>52.215-20 -- REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALTERNATE IV - OCT 2010)</i> .....	125
<i>52.215-6 -- PLACE OF PERFORMANCE (OCT 1997)</i> .....	125
<i>52.216-1 -- TYPE OF CONTRACT (APR 1984)</i> .....	126
<i>52.233-2 -- SERVICE OF PROTEST (SEP 2006)</i> .....	126
<i>52.252-1 -- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)</i> .....	126
<i>552.216-73 -- ORDERING INFORMATION (AUG 2010)</i> .....	127
<i>552.217-71 -- NOTICE REGARDING OPTION(S) (NOV 1992)</i> .....	128
<i>552.232-82 -- CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)</i> .....	128
<i>A-FSS-11 -- CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000)</i> .....	129
<i>A-FSS-12-C -- PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)</i> .....	129
<i>A-FSS-2-F -- RESERVED</i> .....	129
<i>A-FSS-31 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 1988)</i> .....	130
<i>A-FSS-41 -- INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)</i> .....	130
<i>B-FSS-96 -- ESTIMATED SALES (NOV 1997)</i> .....	130
<i>K-FSS-1 -- AUTHORIZED NEGOTIATORS (MAR 1998)</i> .....	136
<i>L-FSS-101 -- FINAL PROPOSAL REVISION (JUN 2002)</i> .....	136
<i>L-FSS-400 -- INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)</i> .....	137
<i>L-FSS-59 -- AWARD (APR 1984)</i> .....	137
<b>Part IV - EVALUATION FACTORS FOR CONTRACT AWARD</b> .....	<b>138</b>
<i>52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)</i> .....	138
<i>552.212-73 -- EVALUATION--COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)</i> .....	139
<b>Part V - OFFEROR REPRESENTATIONS &amp; CERTIFICATION</b> .....	<b>140</b>
<i>52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (DEC 2012)</i> .....	140

## Part I - GOODS & SERVICES

### Group Name: Class 5-A Armory Door \_ Design B \_ No exterior hardware

#### 7110014759592 --- ARMORY VAULT DOORS

In accordance with the latest revision of AA-D-600. Class 5-A; Design B; Type IIIR; Style K; Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

#### 7110014759594 --- ARMORY VAULT DOORS

In accordance with the latest revision of AA-D-600. Class 5-A; Design B; Type IR; Style K; Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

#### 7110014759599 --- ARMORY VAULT DOORS

In accordance with the latest revision of AA-D-600. Class 5-A; Design B; Type IL; Style K; Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

#### 7110014759600 --- ARMORY VAULT DOORS

In accordance with the latest revision of AA-D-600. Class 5-A; Design B; Type IIL; Style K;

Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014760139 --- ARMORY VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-A; Design B; Type IIR; Style K;

Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Class 5-A Armory Door \_ Design S \_ Single Lock**

**7110014758820 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design B; Type IIR; Style K;

Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014759590 --- ARMORY VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-A; Design S; Type IIR; Style K;

Gray.

**Sales:** \$32,370

**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014759593 --- ARMORY VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-A; Design S; Type IL; Style K;  
Gray.

**Sales:** \$28,674**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014759595 --- ARMORY VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-A; Design S; Type IIR; Style K;  
Gray.

**Sales:** \$53,496**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014759596 --- ARMORY VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-A; Design S; Type IR; Style K;  
Gray.

**Sales:** \$9,234**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014759598 --- ARMORY VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-A; Design S; Type IIL; Style K; Gray.

**Sales:** \$137,550

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Class 5-B Ballistic Door \_ Design B - No exterior hardware****7110014758822 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design B; Type IR; Style K; Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758823 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design B; Type IIL; Style K; Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758826 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design B; Type IL; Style K;  
Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Class 5-B Ballistic Door \_ Design S - Single Lock****7110014758814 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design S; Type IR; Style K;  
Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758817 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design S; Type IIR; Style K;  
Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758819 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design S; Type IIR; Style K;  
Gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758824 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design S; Type IL; Style K; Gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758825 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design B; Type IIIR; Style K; Gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758827 --- BALLISTIC VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-B; Design S; Type IIIR; Style K; Gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Class 5-V Vault Door \_ Design B - No exterior hardware****7110014758140 --- VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-V; Design B; Type IR; Style K ; Gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758813 --- VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-V; Design B; Type IIR; Style K; Gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758815 --- VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5 -V; Design B; Type IIIR; Style K; Gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
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**7110014758816 --- VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-V; Design B; Type IL; Style K; Gray.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758821 --- VAULT DOOR**

Class 5-V - Vault Door resistant to 20-man-hours surreptitious entry, 30 man-minutes covert entry, and 10-man-minutes forced entry; Design B - No exterior hardware; Type ILL - Left opening swing, without optical device; style K - key change combination lock; Gray. In accordance with the latest revision of Federal Specification AA-D-600D. Refer to the "Ordering Checklist" For important ordering information.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Class 5-V Vault Door \_ Design S - Single Lock****7110009351882 --- Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry**

In accordance with the latest revision of AA-D-600. Class 5-V; Design S; Type IL; Style K Gray.

**Sales:** \$46,268

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
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332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees
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**7110009351883 --- Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry**

In accordance with the latest revision of AA-D-600. Class 5-V; Design S; Type IIL; Style K Gray.

**Sales:** \$243,143

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110009351885 --- Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry**

In accordance with the latest revision of AA-D-600. Class 5-V; Design S; Type IR; Style K Gray.

**Sales:** \$64,320

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110009351886 --- Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry**

In accordance with the latest revision of AA-D-600. Class 5-V; Design S; Type IIR; Style K Gray.

**Sales:** \$210,896

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014758818 --- VAULT DOORS**

In accordance with the latest revision of AA-D-600. Class 5-V; Design S; Type IIIR; Style K; Gray.

**Sales:** \$36,118

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Filing and Storage AA -F0363D Class 5 Type II Size  
IV-28-1/2"Hx23-1/4"Wx24"D**

**7110013092032 --- Filing Cabinets, Uninsulated, security maps and plans,  
general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II, Size IV; Design K; Gray.

**Sales:** \$75,936

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092033 --- Filing Cabinets, Uninsulated, security maps and plans,  
general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II, Size IV; Design K; Black.

**Sales:** \$27,997

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092034 --- MISCELLANEOUS FURNITURE**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II;

Size IV; Design K; Parchment.

**Sales:** \$12,617

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Filing and Storage AA -F0363D Class 6 Type II Size I - 57-1/2"Hx22"Wx38"D**

**489 103 --- INTERIOR COMPONENTS**

For use in cabinets meeting Federal Specification AA-F-363, Classes 5 and 6 cabinets.

Examples of acceptable items include Plan hold rack & assembly; Vertical posts (Set of 4); Shelf; Security locker, Shallow drawer (4" to 5" high); Regular drawer (10-1/2" to 12" high); 3" X 5" Cross tray insert; 3-1/4" X 7-3/8" Cross tray insert; 4" X 6" Cross tray insert; 5" X 8" Cross tray insert; drawers; double row drawer insert; triple row drawer insert; microfilm drawer insert; tape canister drawer insert; tape seal drawer insert; pistol rack insert; center drawer insert, quarter drawer insert, drawer liner; pull-out weapons cart w/storage drawers; caster base.

**Sales:** \$235,782

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110009310771 --- Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II; Size I; Design K; Gray.

**Sales:** \$290,289

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010190408 --- MISCELLANEOUS FURNITURE**

In accordance with the latest version of Federal Specification AA-F-363. Class 6; Type II;  
Size I; Design K; Black.

**Sales:** \$14,917

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010245958 --- Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 6; Type II;  
-Size I; Design K; Parchment.

**Sales:** \$6,014

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Filing and Storage AA-F0363D Class 5 Type II Size I-51-1/4"Hx22"Wx39"D****7110009310770 --- Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II;  
Size I; Design K; Gray.

**Sales:** \$255,860

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010173546 --- Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II, Size I; Design K; Black.

**Sales:** \$28,497

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010173547 --- Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II; Size I; Design K; Parchment

**Sales:** \$20,416

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Household & Quarters Furniture****71 201 --- Cabinets:**

Includes freestanding or built-in type cabinets for kitchen or general purpose use. Bathroom vanities will also be acceptable. Kitchen countertops and bathroom vanity tops will be accepted only if corresponding base units are offered and accepted for this SIN. Sinks will be accepted only if integral to the top.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees

**71 202 --- Wall Units:**

(SMALL BUSINESS SET-ASIDE) Includes wall units that have a wood construction with high-pressure laminate on any or all, horizontal surfaces.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees

**71 203 --- Loft Group:**

(SMALL BUSINESS SET-ASIDE) Includes freestanding sleeping, studying and storage space system that allows a variety of configurations to suit specific room needs. Consists of a bed box and storage unit, as a minimum, and may include other items such as a writing surface, shelf etc.

**Sales:** \$817,991

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees

**71 204 --- Dormitory, Quarters and Residential Casegoods and Beds:**

Includes furniture pieces designed for household, quarters and dormitory use and made from a variety of materials including wood, metal, wood/metal, stone, and glass. Ready-to-assemble (RTA) versions of the furniture covered in this SIN will be acceptable.

Residential dining room items that will be acceptable include, but are not limited to, dining and dinette tables, china cabinets, buffets, sideboards, servers, huntboards, baker s racks, breakfronts, corner cupboards, etageres, curio/display cabinets. Acceptable casegoods include, but are not limited to, dressers (low and conventional height), chests, bureaus, low boys, high boys, vanities (including companion benches), nightstands, mirrors, wardrobes, clothing centers, clothes trees, hall trees, armoires, entertainment units, TV stands/cabinets, bookcases, wall units, curio cabinets, display pedestals, table desks, student desks, secretaries, home office type workstations, matching file cabinets, footlockers/blanket chests, tables including occasional, guest and game types. Tables designed for conference room use are not acceptable. Acceptable bed items include, but are not limited to, headboards, bed frames, headboard and footboard sets, bed rails, captains beds, bunk beds, wall beds, roll-about and other portable beds, bed accessories including bed steps, bedside stools and benches, blanket racks, underbed storage units, safety rails. Mattresses and mattress/box spring sets will be accepted only if a complete corresponding-size bed item(s) is offered and accepted for contract. Note: Mattresses and mattress sets may only be sold with an accompanying bed unit.

**Sales:** \$82,180,130

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337910	Mattress Manufacturing	500 employees

**71 205 --- Chairs--Dining Room, Desk, Side, Period Style and Bar Stools:**

Includes desk chairs and side chairs that accompany the furniture offered in SINS 71-203 and 71-204; dining room chairs; bar stools; period style chairs that are reproduction or adaptation chairs utilizing authentic designs from various cultures, such as European, American and Asian.

**Sales:** \$7,327,543

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees

**71 206 --- Upholstered Seating:**

Includes upholstered sofas, loveseats, lounge chairs, benches and ottomans, as well as motion furniture such as sleep sofas and recliners. Acceptable accessories include items such as replacement covers and cushions, and mechanisms and parts for motion furniture.

**Sales:** \$6,741,958

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337121	Upholstered Household Furniture Manufacturing	500 employees

**71 207 --- Casual and Outdoor Furniture and Accessories:**

Includes furniture and related products intended for use in sunrooms, Florida rooms, and on porches, patios, lawns and other casual sitting areas. Acceptable items include, but are not limited to, dining tables, umbrellas, chairs, rockers, porch swings/glidens, one-, two-, and three-seat lounges, matching coordinating throw pillows, serving carts, tea carts, plant stands and waste receptacles.

**Sales:** \$1,053,131**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7105**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees

**71 295 --- Residential, Dormitory and Quarters Furniture Installation Services**

Award of this SIN is limited to only those vendors offering products and having products accepted under other SINs in this schedule for which installation is appropriate. Installation services include delivery/inside delivery, coordination, unpacking, assembly, placement, leveling of product, removal of packaging materials, and cleaning of product. Vendor may perform ancillary services that may be required in preparation for furniture installation on the job site. Subcontractors must be licensed and bonded. Compliance with all local laws, regulations and ordinances are the responsibility of the prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors under a resultant contract. The Government reserves the right to apply liquidated damages whenever the required delivery is not met.

Price of installation shall not exceed commercial charges for this service. Ancillary service charges must not exceed \$300,000 per job. Agencies will negotiate installation and ancillary services on a project-by-project basis which shall be priced as separate line items. All payments and orders must be placed with the prime contractor. Agencies must fully define the scope of required services under installation and/or ancillary services in order to facilitate realistic price quotations. All installation and ancillary service work must be guaranteed for any defect in workmanship and materials in accordance with commercial practice.

**Sales:** \$10,055,354**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7105**Maximum Order :** \$1,000,000**NAICS**

Number	Description	Business Size
337121	Upholstered Household Furniture Manufacturing	500 employees
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337910	Mattress Manufacturing	500 employees

**71 297 --- Rental Residential, Dormitory and Quarters Furniture**

For those offerors commercially offering rented furniture. Items shall comply with one of the other SIN descriptions in this solicitation, including all applicable flammability test requirements and performance test requirements that ensure user safety, i.e. all applicable ANSI/BIFMA X5.1 tests for rotary chairs. Furniture pieces offered under the rental SIN that are already on GSA contract under a purchase SIN in this schedule require no further testing. See Rental provisions herein, following the Technical Requirements Section.

**Sales:** \$1,111,665

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337121	Upholstered Household Furniture Manufacturing	500 employees
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337910	Mattress Manufacturing	500 employees

**71 298 --- International Residential, Dormitory and Quarters Furniture Products**

This SIN covers items for use only in foreign destinations. (Items that will be sold within the United States shall be offered under one of the other SIN s, as appropriate). Items offered under this SIN shall comply with one of the other SIN descriptions in this solicitation, excluding any performance test requirements except that Loft Beds and Bunk/Bunkable Beds must be tested and test reports provided as specified in SIN s 71-203 and 71-204, respectively. Offerors shall identify the US SINs that describe the items being offered. Offerors shall certify that items offered have been tested and found to comply with minimum safety standards for the countries in which the products are sold.

**Sales:** \$9,975,063

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337121	Upholstered Household Furniture Manufacturing	500 employees
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337910	Mattress Manufacturing	500 employees

**71 299 --- Introduction of New Residential, Dormitory and Quarters Furniture Services/Products (INSP)**

(a) Definition. Introduction of New Services/ Products Special Item Number (INSP/SIN) means a new or improved service or product within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review

may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

**Sales:** \$594,255

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337121	Upholstered Household Furniture Manufacturing	500 employees
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337910	Mattress Manufacturing	500 employees

**Group Name: Map & Plan Filing Cabinets and Weapons Storage**

**7110009288689 --- Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:**

In accordance with the latest version of Federal Specification AA-F-363. Class 5; Type II; Size II; Design K; Gray.

**Sales:** \$80,063

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110014762954 --- Cabinet, Security, Weapons Storage:**

In accordance with the latest revision of Federal Specification AA-C-2859. Class 5; Style B; Design K; Gray.

**Sales:** \$552,658

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

### Group Name: Modular Vault Systems - GSA Approved

#### 489 186 --- MODULAR VAULT SYSTEM, GSA APPROVED

In accordance with the latest revision of Federal Specification AA-V-2737. Includes all components required for the complete assembly and installation of the vaults.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

#### 489 187 --- VAULT DESIGN SERVICES

Include a limited range of services and are intended to assist users in achieving a vault that is safe, functional, and best-suited to their needs and locations.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

#### 489 188 --- INSTALLATION SERVICES

May include product delivery, coordination, unpacking, inspection of product for shipping damage, assembly of product to conform to the final design, and removal of packing materials.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Office Furniture****711 1 --- Furniture Systems and Workstation Clusters**

A furniture system is a system of furniture components designed to provide a comprehensive office furniture environment through the ability to create a variety of workstation configurations and generally includes interconnecting, structural panels as central integrating elements or may employ rails, beams, frames, uprights, cores, or freestanding based elements. Panels/privacy screens, worksurfaces, overhead storage and shelving pedestals, filing, task management systems, lighting, electrical, wire management and similar items comprise furniture systems and workstation clusters. Workstation clusters are workstations generally arranged around a central point and which have a fixed footprint. Floor to ceiling demountable walls, partial height walls, and spine type walls which accommodate system furniture components are acceptable as part of or in conjunction with a furniture systems line. "Systems" consisting of traditional conventional furniture such as desks, returns, carrels, credenzas, etc. are not acceptable.

**Sales:** \$232,148,391

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 2 --- Worksurfaces, Workstations, Computer Furniture and Accessories**

Includes items such as worksurfaces, workstations, workstation modules, moveable workstations, data or task stations, PC work centers, desks, credenzas, computer tables, printer stands, pedestals, enclosure systems for computer equipment, computer consoles and computer stackers. Includes related accessories such as L-returns, bridge units, worksurface and table extensions, overhead storage modules and shelves, desk carrels, modesty panels, above the worksurface privacy screens, terminal tilt platforms, turntables, tackboards, vertical CPU holders or stands, keyboard or pencil/center drawers, casters, locks, monitor support units, wrist rests, grommets, wire management, data & electrical components.

**Sales:** \$79,680,851

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 3 --- Filing and Storage Cabinets, Shelves, Mobile Carts, Dollies, Racks & Accessories

Includes items such as vertical & lateral filing cabinets, multimedia storage cabinets, storage & shelving systems, wardrobes, overfiles, combination storage & wardrobe units, hybrid type storage units, open cabinet shells, open shelves, shelf files, bookcases, map & plan files, racks for hanging files or tape seals, mobile carts & dollies for the transportation of printouts/tapes/cassettes. Desktop filing systems are not included.

**Sales:** \$74,501,573

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 4 --- Blueprint Filing Cabinets

(SMALL BUSINESS SET ASIDE) Cabinets designed for the filing & storage of blueprints.

**Sales:** \$118,228

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 5 --- Card Files

Wood or metal file cabinets designed for the filing & storage of cards excluding library cards.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 6 --- Form Files**

Cabinets designed for the filing, storage, & selection of forms.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 7 --- High Density, Movable Filing Systems and Accessories**

Electrical, mechanical, or manual movable shelf or rack filing systems consisting of shelves, racks, end panels, carriages, and tracks to accommodate items such as letter and legal files, books, binders, catalogs, X-Rays, EDP tapes, disk packs, printouts, tabulating cards, or cartridges. Includes filing system accessories.

**Sales:** \$12,093,535

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 8 --- Executive Office Furniture**

Includes solid wood and wood veneer desks, table desks, reception stations, workstations in "L", "U" and other configurations which include units such as desks, desk attachments, bridge units, corner units, kneehole credenzas, & peninsulas. Freestanding credenzas, credenzas with attached overhead storage unit/hutch & file cabinets (lateral & vertical). Bookcases, computer support furniture such as printer stands & VDT tables, work & console tables. Occasional tables such as end, coffee & lamp tables. Accessories designed to be used with above furniture such as wire management grommets, channels & tracks, stationary organizers, stationary inserts, additional drawer partitions, felt center drawer liners, wastebaskets, tackboards, tasklights & shelf dividers are acceptable.

**Sales:** \$62,188,577

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 9 --- Executive Conference Room Furniture, Coordinated Tables, Case Pieces and Accessories

Includes items such as solid wood and wood veneer conference tables, audio visual cabinets, storage credenzas with doors, buffet servers, visual boards, presentation rails, phone stands, side boards, computer cabinets, utility carts & lecterns. Accessories designed to be used with the above furniture such as wire management grommets, channels & tracks organizer, additional drawer partitions, felt drawer liners, wastebaskets, tackboards, task lights & shelf dividers are acceptable.

**Sales:** \$9,849,170

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 10 --- Executive Furniture Single Item Accent & Speciality Pieces

Includes items such as wood and wood veneer stand up desks, drum tables, rent tables, breakfronts, curio cabinets, etageres, faithful 18th & 19th century reproduction occasional tables, console tables, sofa tables, chests & low boys. Conference tables with carved, molded, or pressed (embossed) accents are acceptable. Accessories designed to be used with the above pieces such as wire management, organizers, drawer liners, wastebaskets, and shelf dividers are acceptable. Pieces are not required to match furniture under SINs 711-8 and 711-9. All pieces shall be commercially marketed for office or conference room use. Other pieces may be accepted at the contracting officer's discretion.

**Sales:** \$534,373

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 11 --- Tables and Accessories

Includes tables with wood, wood veneer, plastic laminate or tops of other decorative material such as stone, glass & leather. Tops may be non-folding, folding, or flip-top tables, adjustable and non-adjustable height & other types of tables designed for executive & general office use

such as conference, training, multi-purpose & occasional type tables. Technology oriented tables such as those with electrical and data access are included. Tables of any size or shape are acceptable. Includes table desks and table accessories such as wheel chair adapters, wire management capabilities, modesty panels and dollies & trucks for storing & transporting tables.

**Sales:** \$36,351,714

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 12 --- System Type Tables and Accessories

(SET ASIDE FOR SMALL BUSINESS) Includes system tables that are comprised of interchangeable connecting tables and connecting surfaces of different shapes & sizes to form tables of various shapes used in conference/training room environments. Connecting hardware must be provided with the tables or offered as separate items. Any top surface or base type is acceptable. Also included are accessories such as wheel chair adapters, wire management capabilities, modesty panels, dollies & trucks for storing & transporting tables.

**Sales:** \$996,515

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 13 --- Acoustical Partitions, Demountable Walls, and Accessories

Includes freestanding and interconnecting partial height partitions and demountable walls used to divide office spaces and provide visual privacy. Demountable walls are panels that extend from the floor to the ceiling and include a horizontal wiring raceway. Includes accessories such as feet, connectors, raceway covers, doors, doorframes, ceiling & base rails, clerestories & electrical components. Partitions and walls may be acoustical or non-acoustical.

**Sales:** \$2,384,482

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 14 --- Vertical Surface Attachment Panels and Accessories

(SMALL BUSINESS SET ASIDE) Panels designed for attachment to hard vertical surfaces such as walls and file cabinets to provide acoustical benefits.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 15 --- Acoustical Wall Treatments

Wall treatments consisting of acoustical material designed for attachment to walls to provide acoustical properties.

**Sales:** \$24,984

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 16 --- Upholstered Seating

Includes sofas, loveseats, lounge chairs, sleep sofas and recliners. Benches & ottomans complementing the matching sofa, loveseat or chair are acceptable. Accessories include replacement cushions, covers and mechanism or parts for motion furniture.

**Sales:** \$26,281,723

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$300,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 17 --- Multiple Seating**

Includes individual seating units with or without attached tables combining mutually structural support members, such as leg, side frame or side panel, or units supported on a common beam/platform or mechanically attached.

**Sales:** \$7,451,755

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 18 --- Multipurpose Seating**

Rotary chairs that utilize a pedestal base with casters or glides. Chairs that utilize a sled base, cantilever, "O" frame, or straight leg style. Ergonomically designed chairs that are rotary, have seat and/or back tilt, pneumatic seat height adjustment. Rotary drafting-style chairs with foot ring or footrest, with or without arms, with glides or casters. Period style chairs that are reproduction or adaptation chairs utilizing authentic designs from a diversity of cultures (such as English, European, American, and Oriental). Benches, settees and bar stools will be accepted if they are part of a series of seating offered and accepted for this SIN.

**Sales:** \$173,995,684

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 19 --- Stacking Chairs and Dollies or Trucks Designed to Support Stacking Chairs**

Stacking Chairs and Dollies or Trucks Designed to Support Stacking Chairs

**Sales:** \$19,013,779

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
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337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 20 --- Display and Communication Boards, Wall Stations, and Accessories

Includes all types of bulletin boards, changeable letter boards, marker boards, control boards, combination boards, presentation systems, sliding multi-boards, communication centers, wall stations, portable boards & kits. Wall-mounted boards are complete and ready for mounting, hardware included.

**Sales:** \$5,037,162

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 91 --- Project Management (Furniture Related):

Award of this SIN is limited to those contractors having a contract for at least one product SIN under this Schedule. Services include management support for new furniture projects requiring design, installation, or reconfiguration of office furniture. Contractors shall work as a partner with the customer organizations to manage the projects to ensure they meet the customers requirements. Services may only be used in conjunction with the acquisition of office furniture. (If the vendor is offering services ONLY see FSS 71, Part II, Section K Comprehensive Furniture Management Services. Office relocation services are available under Schedule 48, SIN 653-8 Office Relocation.) Examples of allowable project management services include:

Development of project implementation plans, schedules, and strategies.

Development, management, and coordination of project phasing. Milestone recognition and development.

Identification of and recommending resolution for significant issues related to the project design and installation.

Maintaining contact information and ensuring communications.

Management of design and layout process.

Ensuring compliance with applicable codes and regulations.

Coordinating review and approval process for design.

Coordination of deliveries and installation with customer, building owner, and other trades.

Scheduling of loading docks.

Documentation of building damage prior to and subsequent to installation.

Ensuring compliance with security requirements.

On-site oversight of delivery and installation.

Review of deliveries and installations to ensure adherence to scope of work, installation standards and accurate placement of furniture according to plan.

Quality assurance.

Development of punch lists and review of corrections.

Coordination of customer review and approval process.

Management of logistics of furniture installation.

Other services not listed above that are clearly related to the management of design and installation may be included. Project Management Services under this SIN may only be used in conjunction with the acquisition of new furniture purchased under at least one SIN listed under Schedule 71.

**Sales:** \$858,471

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 92 --- Remanufactured Furniture

(SMALL BUSINESS SET ASIDE) Furniture that has been remanufactured to a "like new" condition. Does not include rehabilitated, restored, or refinished furniture. Remanufactured furniture shall meet the same standards specified for new furniture.

**Sales:** \$927,044

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

### 711 93 --- Reconfiguration and Relocation Services

Award of this SIN is limited to only those contractors having a contract for SIN 711 1 and may only be used with the purchase of new product under SIN 711-1. Includes the range of services that are necessary to allow users to reconfigure up to a maximum of 200 workstations within the existing on-site project area. Reconfiguration involves the disassembling & reassembling of components & may involve minor or major changes within the existing workstation/furniture layout plan. Agencies must define the scope of services required.

**Sales:** \$1,355,296

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

#### NAICS

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 94 --- Office Design/Layout Services**

Interior design services include a wide range of services, and are intended to assist users in project or office planning. Service may include basic conversion of generic workstation & floor plans to brand-specific or comprehensive design services including development of adjacencies, workstation design & floor plans. Design/layout services may include use of CAD/CAP systems for development of workstations, component lists for order placement, development of electrical, phone & cable plans & generation of color & installation plans. Agencies are required to define the scope of services they require, regardless of the dollar value of the project. Based on the scope defined by the agency, vendors will quote a number of design hours at the hourly contract rate. This SIN may not be used to develop generic workstation designs for procurement purposes (generic).

**Sales:** \$4,996,928

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 95 --- Office Furniture Installation Services**

Award of this SIN is limited to those contractors having a contract for at least one product SIN under this Schedule. Installation services include product delivery coordination, unpacking, inspection of product for shipping damage, placement in accordance with agency approved requirements/design drawings, set-up, assembly and leveling of product in accordance with manufacturer instructions or guidelines, removal of packaging materials, and cleaning of installed product. Agencies will negotiate installation on a project-by-project basis, requesting an installation price quote for each project regardless of dollar value. Agencies must fully define the scope of required services under installation in order to facilitate realistic price quotes.

For installation, offerors shall submit with the offer information on how installation is priced commercially. This information may include hourly or footage rates, and may vary by zone or city, or may include a percent range as relates to the price of the items (if so, state whether the percentage relates to list or net prices). Also include factors that may cause the standard way of calculating the quotes to vary (e.g., Delivery to be made on nights/weekends, lack of elevators, union involvement, etc.). The maximum rates negotiated will only apply to installations valued at \$500 and below. The reason for the \$500 maximum order is the nature and complexity of installation. Services above \$500 shall be negotiated with the government on a case-by-case basis, as the customers will be seeking a lower rate than that negotiated for the smaller orders.

**Sales:** \$83,782,964

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 96 --- Leased Office Furniture Systems**

Leased Office Furniture Systems

**Sales:** \$124,939**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 97 --- Rental Office Furniture**

Rental Office Furniture

**Sales:** \$3,995,640**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$50,000**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 98 --- International Office Furniture**

This SIN covers items for use only in foreign destinations.

**Sales:** \$5,335,475**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**711 99 --- Introduction of New Office Furniture Services/Products**

(a) Definition. Introduction of New Services/ Products Special Item Number (INSP/SIN) means a new or improved service or product within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

**Sales:** \$8,939,839

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**Group Name: Packaged Rooms****71 1 --- Packaged Offices**

Packaged Offices

**Sales:** \$135,661,370

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**71 90 --- Ancillary Supplies and/or Services**

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$0

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337211	Wood Office Furniture Manufacturing	500 employees

**71 98 --- International Packaged Room Furniture**

This SIN covers items for use only in foreign destinations.

**Sales:** \$87,206

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 99 --- Introduction to New Packaged Room Services/Products**

(a) Definition. Introduction of New Services/ Products Special Item Number (INSP/SIN) means a new or improved service or product within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or

service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule)

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337211	Wood Office Furniture Manufacturing	500 employees
337214	Office Furniture (Except Wood) Manufacturing	500 employees

**71 100 --- Healthcare Exam Room**

Healthcare Exam Room

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 101 --- Healthcare Waiting Room**

Healthcare Waiting Room

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 102 --- Healthcare Long Term Care Room**

Healthcare Long Term Care Room

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 103 --- Healthcare Office**

Healthcare Office

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 200 --- Dormitory and Quarters Packaged Rooms**

Dormitory and Quarters Packaged Rooms

**Sales:** \$32,064,778

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7105

**Maximum Order :** \$5,000,000

**NAICS**

Number	Description	Business Size
337122	Nonupholstered Wood Household Furniture Manufacturing	500 employees
337211	Wood Office Furniture Manufacturing	500 employees

**Group Name: Safe and Vault Systems, Commercial**

**489 166 --- SAFE, BURGLARY RESISTANT**

Complies with Underwriters Laboratories Standard UL 687. Safes shall be listed by UL and bear the UL-approved label or shall be listed by other nationally recognized testing laboratory with a label and monitoring program

**Sales:** \$9,146

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 167 --- Filing cabinet**

Insulated vertical and lateral type filing cabinets complying with Underwriters laboratories Standard UL 72 for Insulated Record Containers or Insulated Filing Devices.

**Sales:** \$793,022**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 168 --- Safe, insulated**

Safes complying with with Underwriters laboratories Standard UL 72 for Insulated Record Containers or Insulated Filing Devices.

**Sales:** \$79,090**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 169 --- Depository**

Safe type containers designed to allow fund or property to be deposited in the container through a hopper or baffled channel, without providing access to the interior of the container.

**Sales:** \$50,405**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 171 --- ADP safe**

Insulated containers designed for storage of magnetic tapes and disks.

**Sales:** \$36,648

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 192 --- Room safes**

Containers designed for storage of personal possessions in hotels, quarters or other temporary housing. Containers shall be specifically designed and advertised for this application. Doors may be fixed or removable. Locks may be combination key or card

**Sales:** \$5,579

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 194 --- Modular Vault System, Commercial**

The vault system shall be in accordance with UL standard 608. The Vault system shall be class M, Class 1, Class 2, or Class 3 as defined in the UL standard. The modular vault systems are fabricated using interlocking panels and connecting hardware for vault floors, walls, and ceilings intended for use in financial institutions, commercial, industrial and mercantile properties. The interlocking panels allow the vault system to be used in pre-existing space as well as new construction. The modular vault is intended to protect contents from burglary attack. Unless special authorization is given, vaults under this SIN are not authorized for storage of classified documents or materials.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Security Equipment Accessories****489 154 --- VAULT DOOR ACCESSORIES**

For use with vault doors meeting Federal Specification AA-D-600. Examples of acceptable items include day gates, base plates, and key lockers.

**Sales:** \$92,262

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 157 --- Utility locker**

Gray, UL group IR combination lock. 1/4" steel door, 1/8" steel body. Overall dimensions: 8 3/16"W x 12 1/8"L x 8 1/4"D.

**Sales:** \$9,732

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 158 --- Key rack**

Fits inside utility locker, holds 42 keys. Has six panels with seven keys per panel.

**Sales:** \$434

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 159 --- Wall key cabinet**

Holds 125 keys. UL Group IR combination lock, 1/4" steel door, 1/8" steel body, recessed full-length hinge. Overall dimensions 12"W x 16 1/2"H x 6 3/8"D.

**Sales:** \$21,466

**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 160 --- Wall cabinet**

UL Group IR combination lock, 1/4" steel door, 1/8" steel body, recessed full-length hinge.  
Overall dimensions 12"W x 16 1/2"H x 6 3/8"D.

**Sales:** \$3,380**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 161 --- SPECIAL ACCESS CONTROL CONTAINER**

Size I -12-1/8"H X 5-3/16"W X 8-1/4"D, or Size II -15"W X 12"H X 10"D; gray; UL Group IR combination lock; Minimum 0.125" steel; Shielded Slot with saw tooth baffle; Padlock eyes for mounting; Recessed door; Continuous hinge with Nonremovable pin.

**Sales:** \$12,737**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Security Equipment New Items & International Products****489 98 --- International Products**

Includes the following items for use only in international locations: Safes, Burglary Resistant (489-166); Filing Cabinets, Insulated (489-167); Safes, Insulated (489-168); Depository (489-169); ADP Safes (489-171); Room Safes (489-192)

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 99 --- Introduction of New Products (INP)**

New or improved product(s) not currently available under any GSA contract that has the potential to provide more economical or efficient means for Federal agencies to accomplish their missions

**Sales:** \$255,913  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Security Products Miscellaneous****489 189 --- REPAIR PARTS**

Include major or unique components of GSA-Approved security equipment such as drawer heads, locking mechanisms, drawer handles, and other components that may require replacement during the life of the product, excluding combination locks.

**Sales:** \$157,715  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 190 --- CABINET, SECURITY, INFORMATION PROCESSING SYSTEM STORAGE, CLASS 5**

In accordance with Federal Specification AA C 2786 dated September 7, 2004, and Amendment 2 dated April 20, 2007. Design K - Key change combination lock. Gray

**Sales:** \$1,323,426  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No

**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**489 193 --- Lock, Combination**

In accordance with the latest revision of Federal Specification FF-L-2740. The locks are dial operated, bolt type, combination locks with a changeable combination. The locks are designed to be mounted on safes, security files, vault doors, and similar items; and intended for the protection of national security information. The locks have been tested and determined to be resistant to surreptitious entry, manipulation, radiological analysis, emanation analysis and covert entry.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Security/Filing Cabinet, Dual Lock****7110012648480 --- Filing Cabinet, Steel, Legal Size, Uninsulated, Security**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V; Style K; Design DM -individually locked drawers, 5 dual lock; gray.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092020 --- Filing Cabinet, Steel, Legal Size, Uninsulated, Security**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V; Style K; Design DM -individually locked drawers, 5 dual lock; black.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No

**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092021 --- Filing Cabinet, Steel, Legal Size, Uninsulated, Security**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V; Style K; Design DM -individually locked drawers, 5 dual lock; Parchment.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092022 --- Filing Cabinet, Steel, Legal Size, Uninsulated, Security**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V; Style K; Design DM -individually locked drawers, 5 dual lock; Walnut wood grain.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Special Use Furniture****71 301 --- Complete Daycare, Preschool and Classroom Solutions**

Infant, toddler and children's furniture and storage. Furniture and accessories intended for use in daycare centers, preschools and elementary schools. This includes items such as chairs with a feeding tray, cribs, changing tables, room dividers, play yards and child scale lounge seating. Storage units/cabinets designed and intended for use in daycare centers, preschools and elementary schools are acceptable. This includes a wide variety of items for the storage and organization of student toys and supplies, such as: stationary or mobile units with or without trays or tubs, shelf units, combination lockers, storage wall systems, and teacher storage cabinets.

Cribs shall be constructed for heavy-duty use. Crib mattresses must be washable, wet-resistant, and flame retardant and shall properly fit the offered cribs. Crib mattresses will

be acceptable only if a corresponding size crib is offered and accepted for contract.  
 Accessories such as sleeping mats, crib sheets, crib bumper pads are acceptable.  
 Classroom Furniture and storage. This includes items such as classroom chairs, student desks, student chair and desk units, student tables, tablet-arm chairs, pedestal strip tables and chairs, teacher desks and chairs, storage units/cabinets, accessories and repair parts.  
 Child's Play. Includes but is not limited to toys, preschool aids, learning centers, amusement devices, games, outdoor games, inflatable toys, crafts, hobbies.  
 Design, related services and/or installation. Design, related services and/or installation for any items accepted under this SIN are acceptable.

**Sales:** \$11,457,021

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 302 --- Training Room, Auditorium and Theater Furniture**

Training room, auditorium furniture and theater furniture including floor mounted ascending tier seating. Accessories designed to be used with the offered furniture are acceptable.

**Sales:** \$2,549,374

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$200,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 304 --- Lecterns.**

(SMALL BUSINESS SET-ASIDE) Includes lecterns and appropriate accessories for lecterns.  
 Lecterns may be either floor or table top models.

**Sales:** \$604,179

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 305 --- Library Furniture.**

(SMALL BUSINESS SET-ASIDE) Includes items such as shelving and bookcases (wood, wood grain materials, or wood frames with steel shelves, metal with adjustable shelves and doubled wall construction for sides); basic shelf units and add-on units (wall and/or island shelving) for various configurations; all types and sizes of wood and/or metal book trucks or returns with slant or flat shelves; wood or metal card catalog cabinets (case type and sectional type); wood or metal straight leg or sled base chair styles, with or without arms; wood or metal, rotary, charging and desk chairs without arms, with a foot rest (minimum 695 mm seat height required for rotary chairs); wood or metal charging/discharging modular units; book charging accessories such as charging equipment holders, trays, datebooks (excluding date stamps, pens, pencils, etc.); wood or metal exhibit cases or tables with glass or plastic hood or doors (units must have security locks); book, periodical, newspaper and literature display racks and/or shelving; information kiosks, media display racks, shelving or browser units (to hold compact discs, phonographs, video and audio cassettes, etc.); dictionary or atlas stands; reading tables (catalog reference, individual study, index and slope with matching benches); library carrels not exceeding 1015 mm in width, with or without task lights/power/communication, TV/video cabinets, wall presentation boards, mobile teaching boards, occasional tables, lounge seating consisting of sofas, loveseats, lounge chairs, ottomans and benches.

**Sales:** \$2,869,287

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

#### 71 306 --- Mail Sorting and Distribution Furniture.

(SMALL BUSINESS SET-ASIDE) Includes tables, storage units, consoles, racks, workbenches and accessories designed to be used as interrelated components for the purpose of dumping, opening, reading, sorting, packing and/or wrapping both incoming and outgoing mail.

**Sales:** \$1,492,832

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

#### 71 307 --- Mail Lock Boxes.

Mail lock boxes for apartments, dormitories, and post offices. Boxes may be for interior or exterior applications.

**Sales:** \$552,839

**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 308 --- Cafeteria and Food Service Furniture.**

(SMALL BUSINESS SET-ASIDE) Includes items such as cluster units (tables with attached seats), booth seating and tables, freestanding or pedestal mounted tables and seating specifically advertised for food services applications, and accessories. Cluster units are modular, chair/table or chair/bench settee/table units in an island or wall style configuration. Includes bench settees that fit onto the cluster frame. Acceptable accessories for booth seating include such items as divider screens (panels), end panels, booth partitions (galleries), wall panels, and hardware kits intended to serve as an integral part of the booth or attach to the frame of a unit. Accessories may include condiment stands, waste receptacles and tray returns. Items offered under the SIN must be easily identifiable by their physical design characteristics as intended specifically for use in cafeteria/dining areas. (Does not include park and recreational furniture or picnic tables.)

**Sales:** \$3,328,427**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** Yes**FSC/PSC Code :** 7110**Maximum Order :** \$125,000**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 309 --- Clothing Lockers and Locker Benches.**

Includes clothing lockers, locker benches, and accessories. The offeror may provide any accessories for the lockers that are listed in the manufacturer's commercial catalog. Locker benches are for use with clothing lockers. Excludes seat backs on locker benches.

**Sales:** \$4,528,901**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$250,000**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 310 --- INDUSTRIAL AND INSTITUTIONAL FURNITURE:  
WORKBENCHES, WORKTABLES, WAREHOUSE STORAGE, AND**

**HIGH DENSITY STORAGE CABINETS, MODULAR CABINETS.**

Industrial Furniture -Includes such items as workbenches, worktables, workbench tops and legs, warehouse storage systems, and high-density storage cabinets. Shelves, cabinets, drawers, bins, trays, hangers, electrical fixtures and wiring fluid fixtures and plumbing, panels, footrests, casters and other accessories or components are acceptable. Work surfaces shall be designed for heavy-duty use. Specialized worksurfaces and workbenches such as tops designed for electrostatic discharge are acceptable. Accessories must specifically enhance the function of the bench or table. Except for standard electrical, air, and fluid fixtures, accessories must be specifically designed for use with the workbenches or worktables. (Toolboxes and tool cabinets are not acceptable). Storage cabinets with interchangeable drawers, stationary or roll-out shelves or roll out trays, with or without locking hardware, interconnecting hardware, supporting bases, casters, and worktops. Cabinets may be sold as components or as complete, pre-configured units. Drawers may be with or without adjustable dividers, partitions, bins and trays. Adjustable dividers, partitions, bins or trays must be offered and must be specifically designed for use with the cabinet drawers. (Shelving, toolboxes and tool cabinets are not acceptable). Institutional Furniture -Institutional type furniture includes modular cabinetry, wall hung cabinets and shelves, base cabinets, support panels, and work surfaces. Furniture may be free standing or built in. Furniture may be specifically marketed for use in laboratories, break rooms, mailrooms, administrative areas, storage rooms, and healthcare examination rooms. Ready to assemble or factory assembled furniture is acceptable.

**Sales:** \$30,305,455

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 311 --- Modular Electronic Equipment Cabinets.**

Enclosure systems for modular electronic equipment includes cabinets, racks and cases for mounting electronic equipment and accessories such as fans, electrical supplies, doors, and covers. (Excludes ADP Furniture and Systems/Modular Furniture.)

**Sales:** \$603,518

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$1,000,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 312 --- Hazardous Materials Storage.**

(SMALL BUSINESS SET-ASIDE) Storage cabinets for storage of flammable liquids, acids, corrosive liquids, and gas/oxygen cylinders and accessories. Includes accessories specifically designed to enhance the function of the units.

**Sales:** \$5,130,336

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$700,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 313 --- Museum Storage.**

Includes museum storage cabinets and interior components. Museum storage cabinets are designed for the storage or display of museum or research specimens. Cabinets must include specific features designed to improve their ability to protect specimens, such as door seals; non-off-gassing, chemical resistant coatings; and drawers, shelves, trays, and other interior components designed for safe handling and storage of specimens. Cabinets must be specifically marketed for this purpose.

**Sales:** \$499,656

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$700,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 315 --- Hospital Patient Room Furniture.**

This SIN includes furniture designed and marketed for hospital/long term patient care use. Acceptable items include beds, mattresses, chests of drawers, wardrobes, cabinets, dressers, low dressers (credenzas), desks, table desks, matching hutch tops, guest tables, overbed tables, mirrors, modular components, night tables, bedside chests, headboards, footboards, armoires, and medical supply storage cabinets. Accessory items relevant to the furniture (i.e. hangers, towel bars) may be offered.

Hospital beds shall have adjustable angle positions and may be fixed or adjustable height.

Beds may be electrically or manually adjustable. Acceptable accessories include mattresses, safety sides and/or rails, bumpers, I.V. rods, casters, headboard, footboard. Electrically adjustable hospital beds shall have been tested and conform to UL 60601-1 and IEC 60601-2-38. Acceptable evidence of meeting these requirements shall be provided with the offer. Acceptable evidence may include a copy of a Nationally Recognized Test Laboratory (NRTL) label or authorization to mark letter from the NRTL.

Hospital mattresses shall be intended for special hospital and nursing home use. They shall be designed to conform to adjustable positions of hospital beds. Mattresses designed for uses such as orthopedic, burn and prevention of decubitus ulcers are acceptable. All mattresses shall meet the flammability test requirements of 16 CFR 1632 and 16 CFR 1633.

Overbed tables must have casters and be compatible with the hospital beds accepted under this SIN.

Beds may only be offered and sold in conjunction with other hospital patient room furniture.

**Sales:** \$4,747,935**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 316 --- Hospital and Geriatric Chairs.**

The products offered shall be specifically marketed for hospital and health care usage. Includes high back chairs with arms, low back chairs with or without arms, and recliners. Features may include a special seat height to allow easy transfer from wheelchair, straps to assist patient in movement of chair, wheels for easy movement, meal tray/table, push bar, footrest or leg rest to elevate patient's feet above head. Geriatric chairs shall be designed to conform to the characteristic afflictions of geriatric patients. Chairs offered should facilitate sitting and rising without patient strain. Lounge seating includes sofas, loveseats, sleeper units which are specifically marketed for hospital and healthcare usage. Upholstery shall be nonabsorbent and stain resistant. Acceptable accessories include replacement covers and cushions.

**Sales:** \$6,728,536**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 317 --- Chair, Convalescent.**

(SMALL BUSINESS SET-ASIDE) High-and low-back models designed for use by physically impaired patients. Offer must include a high back chair with a minimum back height of 1090 mm (43"). Includes ottomans matching the convalescent chair, to complement a high or low back model. Includes chair models with rocking action. Chairs are for use by physically impaired patients, are therefore must be sturdy and durable enough to withstand the added stress and strain imposed by such patients, and be designed for easy cleaning.

**Sales:** \$149,211**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** Yes**FSC/PSC Code :** 7110**Maximum Order :** \$500,000**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 318 --- Patient Service Systems.**

Medical head-walls or patient service columns for general patient care. May include the following options: duplex outlets, night light, nurse call, telephone service or other electrical/communication devices, air and oxygen valves, blood pressure unit, overbed wall lights, air purification equipment, etc.

**Sales:** \$271,097

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$500,000

**NAICS**

Number	Description	Business Size
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 320 --- BOOKSTACK.**

Metal cantilever style, single and double faced. Acceptable accessories include various types of shelves, dividers, end panels, back panels, book supports, canopy tops. (See SIN 71-305 for Library Furniture.)

**Sales:** \$209,237

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

**71 321 --- Correctional Institution Furniture.**

(SMALL BUSINESS SET ASIDE) Furniture and accessories offered under this SIN shall be specifically designed for use in correctional institutions. Items must be manufactured using materials and construction methods suitable for the correctional environment. Acceptable items include but are not limited to single beds; bunk and bunkable beds; lockers; wardrobes; desks including models with attached seats; tables including models with attached seats; stools; benches; safety hooks; shelves; and accessories. Floor mounted and wall mounted versions of items are acceptable. Acceptable accessories include steps, ladders, safety rails, shelves and drawers for beds.

**Sales:** \$26,833

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** Yes

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees

### 71 393 --- Special Use Furniture Design Services

Interior design services include a wide range of services, and are intended to assist users in project planning and/or execution. Design/layout services may include use of CAD/CAP systems. Agencies are required to define the scope of services they require, regardless of the dollar value of the project. Based on the scope defined by the agency, vendors will quote a number of design hours at the hourly contract rate.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

### 71 394 --- Special Use Furniture Reconfiguration Services

Includes the range of services that are necessary to allow users to reconfigure the existing furniture within the on-site project area. Reconfiguration involves the disassembling and reassembling of components. Agencies must define the scope of services required.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

#### NAICS

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

### 71 395 --- Special Use Furniture Installation Services

Installation services include product delivery coordination, unpacking, inspection of product for shipping damage, placement, set-up, assembly and leveling of product in accordance with any recommended manufacturer instructions/guidelines to conform to agency requirements/final designs drawings, removal of packing materials, and cleaning of product. Agencies must fully define the scope of the required services under installation in order to facilitate realistic price quotations.

**Sales:** \$643,441

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 396 --- Leased Special Use Furniture.**

Leased Special Use Furniture.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 397 --- Rental Special Use Furniture**

For those offerors commercially offering rented furniture. Items shall comply with one of the other SIN descriptions in this schedule, including all applicable flammability test requirements and performance test requirements that ensure user safety, i.e. all applicable ANSI/BIFMA X5.1 tests for rotary chairs. Furniture pieces offered under the rental SIN, that are already on GSA contract under a purchase SIN in this schedule, require no further testing. See Rental provisions herein, following the Technical Requirements Section.

**Sales:** \$0**Sales Period:** Oct 1, 2011 to Sep 30, 2012**Cooperative Purchasing:** No**Set Aside:** No**FSC/PSC Code :** 7110**Maximum Order :** \$100,000**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 398 --- International Special Use Furniture Products**

This SIN covers items for use only in foreign destinations. (Items that will be sold within the United States shall be offered under one of the other SINs, as appropriate.) Items offered under this SIN shall comply with one of the other SIN descriptions in this schedule, excluding any performance test requirements. Offerors shall identify the US SINs that describe the items being offered. Offerors shall certify that items offered have been tested and found to comply with minimum safety standards for the countries in which the products are sold.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**71 399 --- Introduction of New Special Use Furniture Services/Products (INSP)**

(a) Definition. Introduction of New Services/ Products Special Item Number (INSP/SIN) means a new or improved service or product within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

**Sales:** \$653,495

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
337127	Institutional Furniture Manufacturing	500 employees
339113	Surgical Appliance and Supplies Manufacturing	500 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 5 Size I - 2 drawer, legal size**

**7110000826111 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 5; Size I,  
Style K; Gray.

**Sales:** \$701,675

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010128739 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 5; Size I;  
Style K; Parchment.

**Sales:** \$119,323

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010152850 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 5; Size I;  
Style K; Black.

**Sales:** \$562,833

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 5 Size III - 4 drawer Legal Size**

**7110000826112 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 5; Size III;  
Style K; Gray.

**Sales:** \$539,197

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010128740 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 5; Size III;  
Style K; Black.

**Sales:** \$640,205

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010128741 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 5; Size III;  
Style K; Parchment.

**Sales:** \$161,365

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size I - 2 drawer Design ML**

**7110010295767 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size I;  
Style K; Design ML; Gray.

**Sales:** \$640,661

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010298055 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size I;  
Style K; Design ML; Black.

**Sales:** \$237,348

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010309009 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size I;  
Style K; Design ML; Parchment.

**Sales:** \$84,643

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size I - 2 drawer Legal size**

**7110009209342 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size I;  
Style K; Gray.

**Sales:** \$1,833,419

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010154638 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size I;  
Style K; Black.

**Sales:** \$767,672

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010154639 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size I;  
Style K; Parchment.

**Sales:** \$200,739

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size II - 4 drawer Letter size**

**7110013091957 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size II;  
Style K; Gray.

**Sales:** \$48,974

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091958 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size II;  
Style K; Black.

**Sales:** \$21,628

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091959 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size II;  
Style K; Parchment.

**Sales:** \$11,828

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size III - 4 drawer Legal Size**

**7110009209343 --- MISCELLANEOUS FURNITURE**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size III;

Style K; Gray.

**Sales:** \$982,073

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010154266 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size III; Style K; Black.

**Sales:** \$347,828

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010506060 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size III; Style K; Parchment.

**Sales:** \$185,160

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size IV - 5 drawer Design ML**

**7110013091994 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size IV;

Style K; Design ML; Gray.

**Sales:** \$145,094

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091995 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size IV; Style K; Design ML; Black.

**Sales:** \$195,717

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091996 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size IV; Style K; Design ML; Parchment.

**Sales:** \$85,455

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size IV - 5 drawer Letter size**

**7110013091962 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size IV;

Style K; Gray.

**Sales:** \$85,235

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091963 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size IV; Style K; Black.

**Sales:** \$63,799

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091964 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size IV; Style K; Parchment.

**Sales:** \$6,761

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size V - 5 drawer Design ML**

**7110010290389 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V;

Style K; Design ML; Gray.

**Sales:** \$2,020,485

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010298058 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V; Style K; Design ML; Parchment.

**Sales:** \$355,207

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010298059 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V; Style K; Design ML; Black.

**Sales:** \$493,076

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size V - 5 drawer Legal size**

**7110009199193 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V;

Style K; Gray.

**Sales:** \$2,416,803

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010156099 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V;  
Style K; Black.

**Sales:** \$350,920

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010156100 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size V;  
Style K; Parchment.

**Sales:** \$261,699

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size VI - 2 drawer Special size**

**7110009199213 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VI;

Style K; Gray.

**Sales:** \$260,540

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010156101 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VI; Style K; Parchment.

**Sales:** \$203,579

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010165802 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VI; Style K; Black.

**Sales:** \$118,675

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size VII - 1 drawer Special size**

**7110009199214 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VII;

Style K; Gray.

**Sales:** \$334,649

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010153196 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VII; Style K; Black.

**Sales:** \$116,445

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010184301 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VII; Style K; Parchment.

**Sales:** \$27,050

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092010 --- FILING CABINET**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VII; Style K; Design DL; Walnut wood grain.

**Sales:** \$0

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size VIII - 1  
 drawer Design DL**

**7110012648483 --- Filing Cabinets Steel, Legal and Letter Size,  
 Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VIII;  
 Style K; Design DL; Gray.

**Sales:** \$200,787  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092011 --- Filing Cabinets Steel, Legal and Letter Size,  
 Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VIII;  
 Style K; Design DL; Black.

**Sales:** \$26,676  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092012 --- Filing Cabinets Steel, Legal and Letter Size,  
 Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VIII;  
 Style K; Design DL; Parchment.

**Sales:** \$15,106  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013092013 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VIII; Style K; Design DL; Walnut wood grain.

**Sales:** \$0  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size VIII - 1 drawer Special size**

**7110009199306 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VIII; Style K; Gray.

**Sales:** \$271,314  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010152851 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VIII; Style K; Black.

**Sales:** \$174,560  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010152852 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size VIII; Style K; Parchment.

**Sales:** \$20,792  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size X - 2 drawer Caster Base**

**7110001492004 --- Caster Base:**

For Class 6 legal files, Gray.

**Sales:** \$4,925  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110  
**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010152855 --- Caster Base:**

For Class 6 legal files, Black.

**Sales:** \$8,424  
**Sales Period:** Oct 1, 2011 to Sep 30, 2012  
**Cooperative Purchasing:** No  
**Set Aside:** No  
**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110010152856 --- Caster Base:**

For Class 6 legal files, Parchment.

**Sales:** \$3,928

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**Group Name: Steel, Legal and Letter Size AA-F-358H Class 6 Size X - 2 drawer Letter size**

**7110013091970 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size X; Style K; Gray.

**Sales:** \$173,506

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

Number	Description	Business Size
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091971 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size X; Style K; Black.

**Sales:** \$49,652

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

**7110013091972 --- Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):**

In accordance with the latest revision of Federal Specification AA-F-358. Class 6; Size X; Style K; Parchment.

**Sales:** \$75,634

**Sales Period:** Oct 1, 2011 to Sep 30, 2012

**Cooperative Purchasing:** No

**Set Aside:** No

**FSC/PSC Code :** 7110

**Maximum Order :** \$100,000

**NAICS**

<b>Number</b>	<b>Description</b>	<b>Business Size</b>
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing	750 employees

## Part II - CONTRACT TERMS AND CONDITIONS

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### Begin Regulation

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#### **52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)**

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

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### Begin Regulation

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#### **52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (JUL 2010)**

- (a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors). These FAQs are also linked under <http://www.FederalReporting.gov>.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).
- (d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.
- (1) The Government contract and order number, as applicable.
  - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
  - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
  - (4) Program or project title, if any.
  - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide —

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if —

(i) In the Contractor's preceding fiscal year, the Contractor received —

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if —
  - (A) In the subcontractor's preceding fiscal year, the subcontractor received —
    - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
    - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
  - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide —
  - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at [http://www.whitehouse.gov/omb/recovery\\_faqs\\_contractors](http://www.whitehouse.gov/omb/recovery_faqs_contractors).

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**Begin Regulation**

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**52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)**

- (a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) \* \_\_\_\_\_ \*

(Address) \* \_\_\_\_\_ \*

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

Note: Regulation 52.209-1

\*\*\*\*Clause 52.209-1 applies to NSNs and all SINS that begin with 489-\*\*\*\*

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**Begin Regulation**

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**52.212-4 CONTRACT TERMS AND  
CONDITIONS—COMMERCIAL ITEMS (FEB 2012) (DEVIATION  
FEB 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to

the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Ordering Activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to ordering activity Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during

performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

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### Begin Regulation

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#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2012) (ALTERNATE II – JUL 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[ 52.222-50 ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer

has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	Clause
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)	Clause
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)	Clause
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (APR 2012)	Clause
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)	Clause
52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (APR 2012)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) (ALTERNATE II -- OCT 2001)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (APR 2012)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (NOV 2012)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause

52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	Clause

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the

extent of the flow down shall be as required by the clause –

- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (L) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[Note to Offerors: If choosing not to accept orders funded in whole or in part by the American Recovery and Reinvestment Act (ARRA), this clause will be replaced with the base clause, meaning that Alternate II is not applicable.]

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**Begin Regulation**

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**52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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**Begin Regulation**

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**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)** 16.506(b)

- (a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than \$100, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
  - (1) Any order for a single item in excess of See Part I - Goods and Services;
  - (2) Any order for a combination of items in excess of See Part I - Goods and Services; or
  - (3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

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**Begin Regulation**

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**52.216-22 INDEFINITE QUANTITY (DEVIATION I—JAN 1994)**  
16.506(e) FSS A/L FC-94-2

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Guaranteed Minimum clause and the Delivery Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

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**Begin Regulation**

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**52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definitions.

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_,\* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”

\* The Contractor shall insert the name of the substance(s).

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**Begin Regulation**

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**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

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**Begin Regulation**

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**52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 10 days days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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**Begin Regulation**

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**52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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**Begin Regulation**


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**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

<b>Number</b>	<b>Title</b>	<b>Clause/Provision</b>
52.202-1	DEFINITIONS (JAN 2012)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-6	DAVIS-BACON ACT (JUL 2005)	Clause
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (JUN 2010)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (OCT 2010) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN	Clause

	CENTRAL CONTRACTOR REGISTRATION (MAY 1999) (DEVIATION I - FEB 2007)	
52.232-36	PAYMENT BY THIRD PARTY (FEB 2010) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)	Clause
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) (MAY 2003)	Clause
552.238-79	USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY CERTAIN ENTITIES--COOPERATIVE PURCHASING (MAY 2004)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause

D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause

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**Begin Regulation**

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**552.211-15 Defense Priorities and Allocations System Requirements  
(SEP 2004)**

(a) *Definitions.*

*Approved program* means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

*Defense Priorities and Allocations System (DPAS)* means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

*Delegate Agency* means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

*Rated order* means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) *Rated Order Requirement.*

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) *Additional information.*

Additional information may be obtained at the DOC DPAS website <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

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**Begin Regulation**

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**552.211-75 PRESERVATION, PACKAGING, AND PACKING  
(FEB 1996) (ALTERNATE I - MAY 2003)**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

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**Begin Regulation**

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**552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)**

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

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**Begin Regulation**

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**552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
All Items	90 Days ARO	_____
All Items	90 Days ARO	_____
All Items	90 Days ARO	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____
_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

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**Begin Regulation**

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**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE  
TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I -- DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004) (ALTERNATE I - MAY 2003)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATION I - SEP 2010)	Clause

552.246-73 WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000) Clause

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**Begin Regulation**

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**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.223-70	HAZARDOUS SUBSTANCES (MAY 1989)	Clause
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)	Clause
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

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**Begin Regulation**

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**552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
- (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
  - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
  - (3) Increases are requested before the last 60 days of the contract period.
  - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

- (d) The following material shall be submitted with the request for a price increase:
- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
  - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

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**Begin Regulation**

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**552.216-72 PLACEMENT OF ORDERS (AUG 2010)**

- (a) Delivery orders (orders) will be placed by:
- Not Applicable
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, General Services Administration's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to

transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration  
Office of the Chief Information Officer (OI),  
2100 Crystal Drive,  
Arlington, VA 22202

Telephone: (703) 605-9444

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**Begin Regulation**

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**552.238-76 Definition (Federal Supply Schedules)--Recovery  
Purchasing (FEB 2007)**

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

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**Begin Regulation**

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**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING  
ACTIVITIES) (SEP 2008) (ALTERNATE I — FEB 2007)**

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

- (1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
- (2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;
- (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
- (5) The District of Columbia;
- (6) Tribal governments when authorized under 25 U.S.C. 450j(k);
- (7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and
- (8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

## (b) Definitions.

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

## (c) Offerors are requested to check one of the following boxes:

Contractor will provide domestic and overseas delivery.

Contractor will provide overseas delivery only.

Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

*State and local government entities*, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government* means—

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79,

Payment by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

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**Begin Regulation**

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**552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)**

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site <http://www.gsaelibrary.gsa.gov>. Click on the link, "Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

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#### Begin Regulation

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### **552.246-77 ADDITIONAL CONTRACT WARRANTY PROVISIONS FOR SUPPLIES OF A NONCOMPLEX NATURE (JUL 2009)**

(a) *Definitions.* Correction, as used in this clause, means the elimination of a defect.

(b) *Contractor's obligations.* When return, correction, or replacement is required, the Contractor shall be responsible for all costs attendant to the return, correction, or replacement of the nonconforming supplies. Any removal in connection with the above shall be done by the Contractor at its expense.

(c) *Remedies available to the Government.* When the nature of the defect in the nonconforming item is

such that the defect affects an entire batch or lot of material, then the equitable price adjustment shall apply to the entire batch or lot of material from which the nonconforming item was taken.

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**Begin Regulation**

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**C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS  
(NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the

Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**Begin Regulation**

**C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)**

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

\_\_\_\_\_ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

\_\_\_\_\_ 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

Product	Standard

There are no nationally recognized safety standards which are applicable to the other products offered (if any).

(b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program  
 Office of Variance Determination  
 Occupational Safety and Health Administration  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Room N-3653  
 Washington, DC 20210  
 (202) 219-7193

**Begin Regulation**

**C-FSS-425 WORKMANSHIP (OCT 1988)**

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**C-FSS-427 ANSI STANDARDS (JUL 1991)**

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**C-FSS-439 ENVIRONMENTAL PROTECTION AGENCY  
REGISTRATION REQUIREMENT (APR 1996)**

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided below, the manufacturer's and/or distributor's name and the "EPA Registration Number" for each item offered. Any offer which does not specify a current "EPA Registration Number" in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

ITEM NUMBERS	NAME OF MANUFACTURER/ DISTRIBUTOR	EPA REGISTRATION NUMBER	DATE OF EXPIRATION

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions—Commercial Items), whichever is applicable to the resultant contract.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**CI-FSS-002 SUBMISSION OF OFFERS—ADDITIONAL  
INSTRUCTIONS (MAR 1996)**

Offerors are requested to submit a signed original and one copy copies of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.

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**Begin Regulation**

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**CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)**

(a) *General Background.*

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) *Orders.*

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
- (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at [www.gsa.gov/far51deviation](http://www.gsa.gov/far51deviation).

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**Begin Regulation**

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**D-FSS-440 PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997)**

(a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements of the following:

- (1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization;
- (2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR Parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as "Combustible" and "ORM," shall not be used);
- (3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR Part 1910.1200; and
- (4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in this solicitation.

(b) The test reports showing compliance with packaging requirements shall be made available to GSA contract administration/management representatives upon request.

**Begin Regulation**

**D-FSS-447 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (JAN 1992)**

(a) Offerors are requested to quote a separate charge for providing preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS in compliance with all requirements of the following:

- (1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);
- (2) The performance oriented packaging requirements contained in the U. S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 -180) effective October 1, 1991 (Note: The "Combustible" and "ORM" classifications contained these requirements are not permitted by the IMDG Code and can not be used);
- (3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 - 1910.120 and 1910.1000 - 1910.1500, relating to Hazardous and Toxic Substances; and
- (4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in the solicitation.

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

ITEMS (NSN's, SIN's or Descriptive Name of Articles, as appropriate)	Charge for Performance-Oriented Packaging

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to GSA contract administration/management representatives upon request.

**Begin Regulation**

### **D-FSS-456 PACKAGING AND PACKING (APR 1984)**

- (a) Packaging. Shall be in accordance with accepted commercial practice.
- (b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

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**Begin Regulation**

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### **E-FSS-521-D INSPECTION (MAY 2000)**

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

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**Begin Regulation**

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### **E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)**

- (a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.
- (b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.
- (c) Additional Costs for Inspection and Testing. When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

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**Begin Regulation**

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### **F-FSS-202-F DELIVERY PRICES (APR 1984)**

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

(c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

GEOGRAPHIC AREA(S)/COUNTRIES/ZONES

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**Begin Regulation**

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**F-FSS-202-G DELIVERY PRICES (JAN 1994)**

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

	Yes	No
Alaska		
Hawaii		
Puerto Rico		

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

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**Begin Regulation**

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**F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE  
(JAN 1994)**

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

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**Begin Regulation**

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**F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY  
WITHIN CONSIGNEE'S PREMISES (MAY 2000)**

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the

additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	ADDITIONAL CHARGE (Per shipping container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES"

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)**

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**F-FSS-772 CARLOAD SHIPMENTS (APR 1984)**

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION  
(JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

**G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM  
(MAS) (JAN 1999)**

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

\_\_\_\_\_ **Begin Regulation** \_\_\_\_\_

### **G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)**

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

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**Begin Regulation**

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### **G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)**

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

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**Begin Regulation**

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### **I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)**

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions—

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

Contractor will provide domestic and overseas delivery.  
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

Contractor will provide overseas delivery only.  
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive

Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

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**Begin Regulation**

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**I-FSS-106 GUARANTEED MINIMUM (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

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**Begin Regulation**

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**I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)**

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language  
52.214-35 Submission of Offers in U.S. Currency  
52.247-34 FOB Destination  
52.247-38 FOB Inland Carrier, Country of Exportation  
52.247-39 FOB Inland Point, Country of Importation  
C-FSS-412 Characteristics of Electric Current  
D-FSS-471 Marking and Documentation Requirements Per Shipment  
D-FSS-477 Transshipments  
F-FSS-202-F Delivery Prices  
I-FSS-314 Foreign Taxes and Duties  
I-FSS-594 Parts and Service

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**Begin Regulation**

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**I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR  
REQUIREMENTS (MAR 1998)**

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

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**Begin Regulation**

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**I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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**Begin Regulation**

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**I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)**

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*<sup>®</sup> in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

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**Begin Regulation**

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**I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and

Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

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**Begin Regulation**

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**I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)**

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

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**Begin Regulation**

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**I-FSS-546 GUARANTEE (APR 1984)**

The Contractor guarantees the equipment furnished will be free from defects in material and workmanship for a period of not less than 1 year from date of delivery. All parts found defective within that period shall be replaced, with the cost of replacement, including shipping charges, to be borne by the Contractor. Under no circumstances will any equipment covered by this guarantee be returned without (a) advance written notice to the Contractor, or (b) obtaining shipping instructions from the Contractor.

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**Begin Regulation**

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**I-FSS-594 PARTS AND SERVICE (OCT 1988)**

- (1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.
- (2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.
- (3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA	ADDRESS OF SUPPLY AND SERVICE POINT


It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

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**Begin Regulation**

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**I-FSS-597 GSA *ADVANTAGE!*® (SEP 2000)**

(a) The Contractor must participate in the GSA *Advantage!*® online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

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**Begin Regulation**

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**I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)**

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at

[http://www.defenselink.mil/releases/1999/b03011999\\_bt079-99.html](http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html).

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) <http://www.ccr.gov/>, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at <http://www.ccr.gov/> or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.itl.nist.gov/lab/csl-pubs.htm>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA *Advantage!*®

(1) GSA *Advantage!*® will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA *Advantage!*® enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders

from the Federal Supply Service to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA *Advantage!*<sup>®</sup> may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

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**Begin Regulation**

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**I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)**

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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**Begin Regulation**

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**I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)**

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*<sup>®</sup> a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!*<sup>®</sup> for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!*<sup>®</sup> can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service  
Authorized Federal Supply Schedule Price List  
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov.

Schedule Title  
FSC Group, Part, and Section or Standard Industrial Group (as applicable)  
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)  
Contract number  
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.  
Contract period.  
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)  
Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).  
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the

Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).
15. Warranty provision.
16. Export packing charges, if applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable).
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20a. Terms and conditions for any other services (if applicable).
21. List of service and distribution points (if applicable).
22. List of participating dealers (if applicable).
23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).
25. Data Universal Number System (DUNS) number.
26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

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**Begin Regulation**

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**I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)**

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

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**Begin Regulation**

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**I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)**

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

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**Begin Regulation**

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**I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

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**Begin Regulation**

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**I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)**

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

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**Begin Regulation**

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**I-FSS-854 SPARE PARTS KIT (APR 1984)**

The Contractor will be required to offer a spare parts kit conforming, generally, to the following requirements for each item awarded under this solicitation:

Each kit should contain 1/5 of the parts which the manufacturer's experience indicates will be necessary to maintain 100 units for a 5-year period. Each kit should also include a complete operating maintenance manual, a copy of the manufacturer's current pricelist for all parts and any special tools required for repairs.

The Contractor shall furnish prices for spare parts kits as follows:

- (a) Price of kit unpackaged.
- (b) Price of kit in domestic pack.
- (c) Price of kit in wooden case, steel-strapped.

All parts should be in sealed polyethylene bags or otherwise equally protected from corrosion. Heavy parts should be securely fastened and small parts compartmentalized within the kit box. A list of spare parts included in the kit showing noun name and part number should be pasted inside the lid of each box.

The Contractor will be required to furnish a complete description of spare parts kit offered, a list of parts included, and the price of the kit delivered f.o.b. destination to any point within the conterminous United States within 15 days after receipt of a request from the Contracting Officer. If the kit offered is acceptable to the Government, awards covering requirements will be made by supplemental agreement to this contract.

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**Begin Regulation**

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**I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS  
(APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

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**Begin Regulation**

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**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD  
SCHEDULE (JAN 2002)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
  - (1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent (percent%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the

item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

## Part III - VENDOR INSTRUCTIONS

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### Begin Regulation

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#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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**Begin Regulation**

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**52.209-7 INFORMATION REGARDING RESPONSIBILITY**

**MATTERS (FEB 2012)**

(a) *Definitions.* As used in this provision —

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means —

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror \_\_\_\_\_ has \_\_\_\_\_ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in —
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

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**Begin Regulation**

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**52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL  
ITEMS (FEB 2012)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples

shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award* (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

- (1) (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to --

GSA Federal Supply Service Specifications Section,  
Suite 8100,  
470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR

records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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**Begin Regulation**

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**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING  
DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING  
DATA (OCT 2010) (ALTERNATE IV — OCT 2010)**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

None

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**Begin Regulation**

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**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_\_ intends, \_\_\_\_\_ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>PLACE OF PERFORMANCE</b> (Street Address, City, State, County, Zip Code)	<b>NAME AND ADDRESS OF OWNER                      AND                      OPERATOR OF THE PLANT OR                      FACILITY IF OTHER THAN                      OFFEROR OR RESPONDENT</b>

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**Begin Regulation**

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**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed Price with Economic Price Adjustment IDIQ contract resulting from this solicitation.

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**Begin Regulation**

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**52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration  
 FAS/3QSAE 2200 Crystal Drive, Suite 400 Arlington, VA 22202 NOTE: Protests of task orders shall be filed directly with the ordering agency at the address designated by the ordering agency Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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**Begin Regulation**

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**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may

identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far>.

Number	Title	Clause/Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	Provision
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (DEC 2012)	Provision
52.237-1	SITE VISIT (APR 1984)	Provision
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (MAR 2012)	Provision
552.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (SEP 1999) (DEVIATION FAR 52.252-5)	Provision

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#### Begin Regulation

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#### 552.216-73 ORDERING INFORMATION (AUG 2010)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either facsimile transmission or computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

\_\_\_\_\_  
 \_\_\_\_\_  
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(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

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(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES NO

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

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**Begin Regulation**

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**552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)**

The General Services Administration (GSA) has included an option to to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

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**Begin Regulation**

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**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the

contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

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**Begin Regulation**

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**A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000)**

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

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**Begin Regulation**

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**A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)**

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

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**Begin Regulation**

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**A-FSS-2-F (MAY 2000)**

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR:**

(a) FSC GROUP 71 PART n/a SECTION n/a

COMMODITY: Furniture

FSC CLASS(ES)/PRODUCT CODE(S): 71

(b) STANDARD INDUSTRY GROUP: 337214

SERVICE: 337214

SERVICE CODE(S): 7110

The contract period for this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended).

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**Begin Regulation**

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**A-FSS-31 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE  
(OCT 1988)**

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: 711-4 - Blueprint Filing Cabinets

711-5 - Card Files

711-6 - Form Files

711-12 - System Type Tables and Accessories

711-13 - Acoustical Partitions, Demountable Walls and Accessories

711-14 - Vertical Surface Attachment Panels and Accessories

711-92 - Remanufactured Furniture

71-202 - Wall Units

71-203 - Loft Groups

71-304 - Lecterns

71-305 - Library Furniture

71-306 - Mail Sorting and Distribution Furniture

71-308 - Cafeteria and Food Service Furniture

71-312 - Hazardous Materials Storage

71-317 - Chair, Convalescent

71-321 - Correctional Institution Furniture.

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**Begin Regulation**

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**A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND  
HOURS OF OPERATION (NOV 1999)**

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

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**Begin Regulation**

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**B-FSS-96 ESTIMATED SALES (NOV 1997)**

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

## The SINS for schedule number 071 are listed below

SIN #	SIN Title	Total Sales in \$
71 1	Packaged Offices	\$135,661,370
71 90	Ancillary Supplies and/or Services	\$0
71 98	International Packaged Room Furniture	\$87,206
71 99	Introduction to New Packaged Room Services/Products	\$0
71 100	Healthcare Exam Room	\$0
71 101	Healthcare Waiting Room	\$0
71 102	Healthcare Long Term Care Room	\$0
71 103	Healthcare Office	\$0
71 200	Dormitory and Quarters Packaged Rooms	\$32,064,778
71 201	Cabinets:	\$0
71 202	Wall Units:	\$0
71 203	Loft Group:	\$817,991
71 204	Dormitory, Quarters and Residential Caseloads and Beds:	\$82,180,130
71 205	Chairs--Dining Room, Desk, Side, Period Style and Bar Stools:	\$7,327,543
71 206	Upholstered Seating:	\$6,741,958
71 207	Casual and Outdoor Furniture and Accessories:	\$1,053,131
71 295	Residential, Dormitory and Quarters Furniture Installation Services	\$10,055,354
71 297	Rental Residential, Dormitory and Quarters Furniture	\$1,111,665
71 298	International Residential, Dormitory and Quarters Furniture Products	\$9,975,063
71 299	Introduction of New Residential, Dormitory and Quarters Furniture Services/Products (INSP)	\$594,255
71 301	Complete Daycare, Preschool and Classroom Solutions	\$11,457,021
71 302	Training Room, Auditorium and Theater Furniture	\$2,549,374
71 304	Lecterns.	\$604,179
71 305	Library Furniture.	\$2,869,287
71 306	Mail Sorting and Distribution Furniture.	\$1,492,832
71 307	Mail Lock Boxes.	\$552,839
71 308	Cafeteria and Food Service Furniture.	\$3,328,427
71 309	Clothing Lockers and Locker Benches.	\$4,528,901
71 310	INDUSTRIAL AND INSTITUTIONAL FURNITURE: WORKBENCHES, WORKTABLES, WAREHOUSE STORAGE, AND HIGH DENSITY STORAGE CABINETS, MODULAR CABINETS.	\$30,305,455
71 311	Modular Electronic Equipment Cabinets.	\$603,518
71 312	Hazardous Materials Storage.	\$5,130,336
71 313	Museum Storage.	\$499,656
71 315	Hospital Patient Room Furniture.	\$4,747,935
71 316	Hospital and Geriatric Chairs.	\$6,728,536
71 317	Chair, Convalescent.	\$149,211
71 318	Patient Service Systems.	\$271,097
71 320	BOOKSTACK.	\$209,237
71 321	Correctional Institution Furniture.	\$26,833
71 393	Special Use Furniture Design Services	\$0

71 394	Special Use Furniture Reconfiguration Services	\$0
71 395	Special Use Furniture Installation Services	\$643,441
71 396	Leased Special Use Furniture.	\$0
71 397	Rental Special Use Furniture	\$0
71 398	International Special Use Furniture Products	\$0
71 399	Introduction of New Special Use Furniture Services/Products (INSP)	\$653,495
489 98	International Products	\$0
489 99	Introduction of New Products (INP)	\$255,913
489 103	INTERIOR COMPONENTS	\$235,782
489 154	VAULT DOOR ACCESSORIES	\$92,262
489 157	Utility locker	\$9,732
489 158	Key rack	\$434
489 159	Wall key cabinet	\$21,466
489 160	Wall cabinet	\$3,380
489 161	SPECIAL ACCESS CONTROL CONTAINER	\$12,737
489 166	SAFE, BURGLARY RESISTANT	\$9,146
489 167	Filing cabinet	\$793,022
489 168	Safe, insulated	\$79,090
489 169	Depository	\$50,405
489 171	ADP safe	\$36,648
489 186	MODULAR VAULT SYSTEM, GSA APPROVED	\$0
489 187	VAULT DESIGN SERVICES	\$0
489 188	INSTALLATION SERVICES	\$0
489 189	REPAIR PARTS	\$157,715
489 190	CABINET, SECURITY, INFORMATION PROCESSING SYSTEM STORAGE, CLASS 5	\$1,323,426
489 192	Room safes	\$5,579
489 193	Lock, Combination	\$0
489 194	Modular Vault System, Commercial	\$0
711 1	Furniture Systems and Workstation Clusters	\$232,148,391
711 2	Worksurfaces, Workstations, Computer Furniture and Accessories	\$79,680,851
711 3	Filing and Storage Cabinets, Shelves, Mobile Carts, Dollies, Racks & Accessories	\$74,501,573
711 4	Blueprint Filing Cabinets	\$118,228
711 5	Card Files	\$0
711 6	Form Files	\$0
711 7	High Density, Movable Filing Systems and Accessories	\$12,093,535
711 8	Executive Office Furniture	\$62,188,577
711 9	Executive Conference Room Furniture, Coordinated Tables, Case Pieces and Accessories	\$9,849,170
711 10	Executive Furniture Single Item Accent & Speciality Pieces	\$534,373
711 11	Tables and Accessories	\$36,351,714
711 12	System Type Tables and Accessories	\$996,515
711 13	Acoustical Partitions, Demountable Walls, and Accessories	\$2,384,482
711 14	Vertical Surface Attachment Panels and Accessories	\$0
711 15	Acoustical Wall Treatments	\$24,984

711 16	Upholstered Seating	\$26,281,723
711 17	Multiple Seating	\$7,451,755
711 18	Multipurpose Seating	\$173,995,684
711 19	Stacking Chairs and Dollies or Trucks Designed to Support Stacking Chairs	\$19,013,779
711 20	Display and Communication Boards, Wall Stations, and Accessories	\$5,037,162
711 91	Project Management (Furniture Related):	\$858,471
711 92	Remanufactured Furniture	\$927,044
711 93	Reconfiguration and Relocation Services	\$1,355,296
711 94	Office Design/Layout Services	\$4,996,928
711 95	Office Furniture Installation Services	\$83,782,964
711 96	Leased Office Furniture Systems	\$124,939
711 97	Rental Office Furniture	\$3,995,640
711 98	International Office Furniture	\$5,335,475
711 99	Introduction of New Office Furniture Services/Products	\$8,939,839
7110000826111	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$701,675
7110000826112	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$539,197
7110001492004	Caster Base:	\$4,925
7110009199193	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$2,416,803
7110009199213	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$260,540
7110009199214	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$334,649
7110009199306	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$271,314
7110009209342	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$1,833,419
7110009209343	MISCELLANEOUS FURNITURE	\$982,073
7110009288689	Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$80,063
7110009310770	Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$255,860
7110009310771	Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$290,289
7110009351882	Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry	\$46,268
7110009351883	Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry	\$243,143
7110009351885	Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry	\$64,320
7110009351886	Class 5 - Resistant to 20 man-hours surreptitious entry, 30 man-minutes covert entry and 10 man-minutes forced entry	\$210,896
7110010128739	Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$119,323

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7110010128740 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$640,205
7110010128741 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$161,365
7110010152850 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$562,833
7110010152851 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$174,560
7110010152852 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$20,792
7110010152855 Caster Base:	\$8,424
7110010152856 Caster Base:	\$3,928
7110010153196 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$116,445
7110010154266 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$347,828
7110010154638 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$767,672
7110010154639 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$200,739
7110010156099 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$350,920
7110010156100 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$261,699
7110010156101 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$203,579
7110010165802 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$118,675
7110010173546 Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$28,497
7110010173547 Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$20,416
7110010184301 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$27,050
7110010190408 MISCELLANEOUS FURNITURE	\$14,917
7110010245958 Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$6,014
7110010290389 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$2,020,485
7110010295767 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$640,661
7110010298055 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$237,348
7110010298058 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$355,207
7110010298059 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$493,076
7110010309009 Filing Cabinets Steel, Legal and Letter Size, Uninsulated,	\$84,643

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Security):	
7110010506060 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$185,160
7110012648480 Filing Cabinet, Steel, Legal Size, Uninsulated, Security	\$0
7110012648483 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$200,787
7110013091957 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$48,974
7110013091958 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$21,628
7110013091959 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$11,828
7110013091962 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$85,235
7110013091963 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$63,799
7110013091964 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$6,761
7110013091970 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$173,506
7110013091971 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$49,652
7110013091972 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$75,634
7110013091994 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$145,094
7110013091995 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$195,717
7110013091996 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$85,455
7110013092010 FILING CABINET	\$0
7110013092011 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$26,676
7110013092012 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$15,106
7110013092013 Filing Cabinets Steel, Legal and Letter Size, Uninsulated, Security):	\$0
7110013092020 Filing Cabinet, Steel, Legal Size, Uninsulated, Security	\$0
7110013092021 Filing Cabinet, Steel, Legal Size, Uninsulated, Security	\$0
7110013092022 Filing Cabinet, Steel, Legal Size, Uninsulated, Security	\$0
7110013092032 Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$75,936
7110013092033 Filing Cabinets, Uninsulated, security maps and plans, general filing and storage:	\$27,997
7110013092034 MISCELLANEOUS FURNITURE	\$12,617
7110014758140 VAULT DOORS	\$0
7110014758813 VAULT DOORS	\$0
7110014758814 BALLISTIC VAULT DOORS	\$0

7110014758815 VAULT DOORS	\$0
7110014758816 VAULT DOORS	\$0
7110014758817 BALLISTIC VAULT DOORS	\$0
7110014758818 VAULT DOORS	\$36,118
7110014758819 BALLISTIC VAULT DOORS	\$0
7110014758820 BALLISTIC VAULT DOORS	\$0
7110014758821 VAULT DOOR	\$0
7110014758822 BALLISTIC VAULT DOORS	\$0
7110014758823 BALLISTIC VAULT DOORS	\$0
7110014758824 BALLISTIC VAULT DOORS	\$0
7110014758825 BALLISTIC VAULT DOORS	\$0
7110014758826 BALLISTIC VAULT DOORS	\$0
7110014758827 BALLISTIC VAULT DOORS	\$0
7110014759590 ARMORY VAULT DOORS	\$32,370
7110014759592 ARMORY VAULT DOORS	\$0
7110014759593 ARMORY VAULT DOORS	\$28,674
7110014759594 ARMORY VAULT DOORS	\$0
7110014759595 ARMORY VAULT DOORS	\$53,496
7110014759596 ARMORY VAULT DOORS	\$9,234
7110014759598 ARMORY VAULT DOORS	\$137,550
7110014759599 ARMORY VAULT DOORS	\$0
7110014759600 ARMORY VAULT DOORS	\$0
7110014760139 ARMORY VAULT DOORS	\$0
7110014762954 Cabinet,Security, Weapons Storage:	\$552,658

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**Begin Regulation**

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**K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

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**Begin Regulation**

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**L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)**

- (a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

- (1) Notice that discussions are concluded;
- (2) Notice that this is the opportunity to submit a final proposal revision;
- (3) The specified cutoff date and time;
- (4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by See paragraph (b)(3) above.

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**Begin Regulation**

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**L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS  
(INSP) (NOV 2000)**

(a) Definition.

*Introduction of New Services/Products Special Item Number (INSP/SIN)* means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

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**Begin Regulation**

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**L-FSS-59 AWARD (APR 1984)**

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

## Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

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### Begin Regulation

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#### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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**Begin Regulation**

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**552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)**

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

## Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

### Begin Regulation

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS — COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision —

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“*Forced or indentured child labor*” means all work or service —

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“*Inverted domestic corporation*”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“*Manufactured end product*” means any end product in Federal Supply Classes (FSC) 1000-9999, except —

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“*Place of manufacture*” means the place where an end product is assembled out of components, or

otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“*Restricted business operations*” — means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate —

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“*Sensitive technology*” —

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“*Service-disabled veteran-owned small business concern*” —

- (1) Means a small business concern —
  - (i) Not less than 51 percent of which is owned by one or more service— disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“*Small business concern*” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“*Subsidiary*” means an entity in which more than 50 percent of the entity is owned —

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“*Veteran-owned small business concern*” means a small business concern —

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“*Women-owned business concern*” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“*Women-owned small business concern*” means a small business concern —

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“*Women-owned small business (WOSB) concern eligible under the WOSB Program*” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed

in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the

*offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it \_\_\_\_\_ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either —

(A) It \_\_\_\_\_ is, \_\_\_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_\_\_ has, \_\_\_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) \_\_\_\_\_ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that —

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business*

*concern or concerns that are participating in the joint venture:*  
 \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 —

(1) Previous contracts and compliance. The offeror represents that —

(i) It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_\_\_ has, \_\_\_\_\_ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that —

(i) It \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act — Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act — Free Trade Agreements — Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Buy American Act — Free Trade Agreements — Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act — Free Trade Agreements — Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals —

(1) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_\_\_ Are, \_\_\_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_\_\_ Have, \_\_\_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it

has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

End Product	Country of Origin
(List as Necessary)	

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

\_\_\_\_\_ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_\_ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly —

(1) \_\_\_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_\_\_\_ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

Does Not Apply (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that —

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

The Following Applies (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror \_\_\_\_\_ does \_\_\_\_\_ does not certify that —

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20

percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies —

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

- \_\_\_\_\_ Corporate entity (not tax-exempt);
- \_\_\_\_\_ Corporate entity (tax-exempt);
- \_\_\_\_\_ Government entity (Federal, State, or local);
- \_\_\_\_\_ Foreign government;
- \_\_\_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_\_\_ Other \_\_\_\_\_.

(5) Common parent.

\_\_\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_\_\_ Name and TIN of common parent:

    Name \_\_\_\_\_.

    TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that —

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror —

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in

property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if —

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.